

**INTERLOCAL AGREEMENT
BETWEEN WILLIAMSON COUNTY AND THE CITY OF GEORGETOWN, TEXAS
REGARDING THE SOUTHWEST BYPASS PROJECT**

THIS INTERLOCAL AGREEMENT is made and entered into by and between WILLIAMSON COUNTY, TEXAS (the "County") and the CITY OF GEORGETOWN, TEXAS (the "City"), political subdivisions of the State of Texas.

RECITALS

WHEREAS, the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791 provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the City executed an Industrial District Agreement with Texas Crushed Stone Company and Georgetown Railroad Company, Inc. effective March 31, 2011 and recorded in the Official Records of Williamson County as Document No.2011022308, a complete copy of which is attached as Exhibit "A" to this Agreement, and which pertains to the construction of at least a two-lane road commencing at the intersection of SH Toll 130 and CR 104, and terminating at its intersection with SH 29, which is referred to locally as the Southwest Bypass Road, the general location of which is shown by diagram on Exhibit "B" of this Agreement attached hereto; and

WHEREAS, Texas Crushed Stone Company and Georgetown Railroad Company, Inc. own and/or control certain tracts of real property that must be acquired as public right-of-way for the portion of the Southwest Bypass Road to be located between IH-35 and FM 2243 (a/k/a Leander Road); and

WHEREAS, Texas Crushed Stone Company and Georgetown Railroad Company, Inc. agreed to donate or allow use of the Right of Way Tract (defined herein) and the GRR License Tract (defined herein), subject to certain rights of Texas Crushed Stone Company and Georgetown Railroad Company, Inc. and to the terms and conditions of the Industrial District Agreement (defined herein), and the Special Warranty Deed (defined herein) and Railroad Crossing License (defined herein) and

WHEREAS, the County has bond funding available to reimburse the City for the costs of design and construction of Phase 1 of the Project (defined herein) and to fund the costs of design and construction of Phase 2 of the Project (defined herein); and

WHEREAS, by entering this Agreement it is the intention of the City to, among other things, 1) agree that the County performs the City's duties to complete Phase 2 of the Project and perform the City's obligations under the Industrial District Agreement and Special Warranty Deed, as modified by this Agreement, except those obligations specifically retained by the City as expressly stated herein; 2) allow the County to utilize the Right-of-Way Tract (defined herein) for the purposes of constructing Phase 2 of the Project under a temporary access and construction easement, subject to the limitations, exceptions, reservations, and other terms and conditions of

Industrial District Agreement, Special Warranty Deed, Railroad Crossing License, and the additional terms and conditions of this Agreement; and 3) address payment and/or reimbursement to the City by the County for design and construction of Phase 1 of the Project (defined herein); and

WHEREAS, by entering this Agreement it is the intention of the County to, among other things: 1) to fund the costs of design and construction of the Project at its sole cost and expense and in compliance with all terms and conditions of the Industrial District Agreement, Special Warranty Deed, Railroad Crossing License (as applicable), and this Agreement; 2) to promptly and fully pay or reimburse the City for the design and construction of Phase 1 of the Project; and 3) to obtain the right from the City to use the that portion of the Right-of-Way Tract necessary for the County to construct Phase 2 of the Project at no additional cost to the County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, City and County agree as follows:

ARTICLE I – DEFINITIONS

In addition to capitalized words defined elsewhere in this Agreement, the following words shall have the following meanings when used in this Agreement:

1.01 “Act” means the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791.

1.02 “Barnes Property” means that portion of the Right of Way Tract (defined herein) which is also described by metes and bounds in that certain deed from Jack R. Barnes and Judith H. Barnes to TCS (defined herein) recorded in the Official Records of Williamson County, Texas at Volume 744, Page 516, the location of which is shown on Exhibit “C” to this Agreement.

1.03 “City” means the City of Georgetown, Texas.

1.04 “City’s Project Representative” means the City Manager or his designee.

1.05 “Contract Documents” means and includes all documents prepared or caused to be prepared by the City related to Phase 1 of the Project (defined herein) or by the County related to Phase 2 of the Project (defined herein) in whatever form or format, including, without limitation, bidding documents (e.g., advertisements for bids, invitation for bids, instructions to bidders, bid forms, etc.), agreements between County, HDR (defined herein), HNTB (defined herein) and the County’s contractor, and the City’s engineer, project manager and construction contractor for the City, including general conditions, special conditions, supplementary conditions and all other terms and conditions; drawings, plans, specifications, amendments, modifications, addenda, change orders/work directives/field orders, submittals, reports, memoranda, pay applications, and communications; reports and drawings of subsurface and physical conditions; all other documents listed in the agreements with HDR, HNTB, the County’s construction contractor, the City’s engineer, and the City’s project manager, as constituting contract documents; and any other communications pertaining to the Project (defined herein) whether in written or electronic form.

- 1.06 “County” means Williamson County, Texas.
- 1.07 “County’s Project Representative” means the County Auditor.
- 1.08 “GRR” means Georgetown Railroad Company, Inc.
- 1.09 “GRR License Tract” means that portion of the Right-of-Way Tract (defined herein) which is described in Section 3.1 of the Industrial Development Agreement as the GRR property, by sketch on Exhibit D-Part 3 of the Industrial Development Agreement as the “Railroad Crossing License”, referred to in Exhibit H of the Industrial Development Agreement as the “GRR License Tract”, and described by metes and bounds and surveyor’s sketch in the survey attached hereto as Exhibit “C” to this Agreement.
- 1.10 “HDR” means HDR Engineering, Inc., a Nebraska corporation registered to business in the State of Texas.
- 1.11 “HNTB” means HNTB Corporation, a Delaware corporation registered to do business in the State of Texas.
- 1.12 “Industrial District Agreement” means that certain Industrial District Agreement by and among the City, TCS (defined herein) and GRR (defined herein) effective March 31, 2011 and recorded in the Official Records of Williamson County as Document No. 2011022308, including Exhibits A through H thereto, a complete copy of which (including exhibits) is attached to this Agreement as Exhibit “A”
- 1.13 “Owner” means, collectively, TCS (defined herein) and GRR (defined herein).
- 1.14 “Phase 1 of the Project” means that portion of the Project (defined herein) to be constructed on the GRR License Tract (defined herein) and on the Barnes Property (defined herein).
- 1.15 “Phase 2 of the Project” means all that portion of the Project (defined herein) to be constructed on any land other than the land included within the definition of “Phase 1 of the Project” (defined herein)
- 1.16 “Project” means a road meeting the standards set forth in this Agreement and having at least two paved lanes to be constructed between IH-35 and FM 2243 (a/k/a Leander Road) and known locally as the “Southwest Bypass.”
- 1.17 “Railroad Crossing License” means the license agreement substantially in the form of Exhibit H attached to the Industrial Development Agreement (defined herein) conveying GRR’s (defined herein) interest in a portion of the Right-of-Way Tract (defined herein) to the City.
- 1.18 “Right-of-Way Tract” means approximately 80.732 acres of land described on Exhibit “C” to this Agreement, which is to be conveyed to the City by TCS (defined herein) as right-of-way for the Project pursuant to the Industrial District Agreement (defined herein).
- 1.19 “Special Warranty Deed” the deed substantially in the form of Exhibit G attached

to the Industrial Development Agreement (defined herein) conveying the Right-of-Way Tract (defined herein) from TCS (defined herein) to the City.

1.20 “TCEQ” means the Texas Commission on Environmental Quality, or its successor state agency having jurisdiction.

1.21 “TCS” means Texas Crushed Stone Company.

ARTICLE II – CITY OBLIGATIONS FOR THE PROJECT

2.01 The City agrees to provide notices to Owner under Sections 3.2(a), (g), and (h) of the Industrial District Agreement not later than ten (10) days after City receives a written request to do so from County. Written requests from the County to the City must be provided in the manner described in Section 9.12 of this Agreement.

2.02 As consideration for the County’s agreement to fund design and construction of Project at County’s sole cost and expense, the City agrees to allow the County to utilize the Right-of-Way Tract for the purposes of constructing Phase 2 of the Project, subject to the limitations, exceptions, reservations, and other terms and conditions of Industrial District Agreement, Special Warranty Deed, and Railroad Crossing License (as applicable), and to the additional terms and conditions of this Agreement. Not later than 30 days after the City and Owner have executed the Special Warranty Deed and Railroad Crossing License in accordance with Section 3.2(a) of the Industrial District Agreement, City will execute a Temporary Access and Construction Easement in the form attached hereto as *Exhibit “D”* allowing the County to utilize the Right-of-Way Tract for the purposes of constructing Phase 2 of the Project, which easement shall be expressly subject to the limitations, exceptions, reservations, and other terms and conditions of Industrial District Agreement, Special Warranty Deed, and Railroad Crossing License (as applicable), and the additional terms and conditions of this Agreement.

2.03 City agrees to obtain Endorsement 217, Indemnification under Contract, from the Texas Municipal League Intergovernmental Risk Pool, or otherwise comply with the requirements of Section 3.2(e) of the Industrial District Agreement.

2.04 City agrees to cooperate with the County and TxDOT to expedite driveway permitting for the Project at the IH-35 intersection.

2.05 City agrees to allow the County to construct Phase 2 of the Project within the City limits, if and to the extent necessary. City agrees to be responsible for the operation and maintenance of the Project after completion by the County and acceptance by the City.

2.06 Subject to and conditioned upon the County’s full compliance with the provisions of Article VI and with all other terms and conditions of this Agreement, City agrees to design and construct Phase 1 of the Project.

ARTICLE III – COUNTY OBLIGATIONS FOR THE PROJECT

3.01 Except as expressly retained by the City under Article II of this Agreement or

expressly modified by this Agreement, the City and the County hereby agree that the County shall perform all duties and obligations of the City related to the Project under the Industrial District Agreement, the Special Warranty Deed, and the Railroad Crossing License (as applicable). The duties and obligations the County hereby agrees to perform at its sole cost and expense, include, but are not limited to:

- (a) Prepare for the City's and Owners' approval the Traffic Safety Plan in accordance with Section 3.2(f) of the Industrial Development Agreement and the Safety Plan in accordance with Sections 1(h) and (i) of the Railroad Crossing License.
- (b) Design Phase 2 of the Project in compliance with the Southwest Bypass Road Conditions defined and described in Sections 3.2(a)(i) through (v) of the Industrial District Agreement and with all additional standards and conditions of the Special Warranty Deed and the Railroad Crossing License (as applicable).
- (c) Construct Phase 2 of the Project in compliance with the Southwest Bypass Road Conditions defined and described in Sections 3.2(a)(i) through (v) of the Industrial District Agreement and with all additional standards and conditions of the Special Warranty Deed.
- (d) Cause final completion and acceptance by the City of Phase 2 of the Project to occur on or before March 31, 2020.
- (e) Locate, install, and relocate utilities underground as necessary for Phase 2 of the Project and to serve the Property (as that term is defined in Exhibit B of the Industrial District Agreement), including acquisition of right-of-way, easements, and/or other property, and professional fees. County agrees to perform the City's responsibilities, if any, related to utilities, including those responsibilities memorialized in other documents, as referenced in Section 3.2(d) of the Industrial District Agreement.
- (f) Design, locate, and construct the water quality and/or detention pond as necessary for the Project and to serve the Property (as that term is defined in Exhibit B of the Industrial District Agreement) in accordance with Section 3.3 of the Industrial District Agreement, and Exhibit "D" thereto, and as required by TCEQ or other regulatory agency, including acquisition of right-of-way, easements, and/or other property, and professional fees.
- (g) Provide notices to the City in accordance with Article II of this Agreement.
- (h) Timely prepare all Contract Documents for Phase 2 of the Project in compliance with the Industrial Development Agreement, Special Warranty Deed, and/or Railroad Crossing License, as applicable, and this Agreement, and provide electronic and hard copies of all Contract Documents to the City as required by Section 5.03 of this Agreement.

- (i) Pay to the City all Phase 1 Design Costs (defined herein) and Phase 1 Construction Costs (defined herein), and all other costs referenced in Section 2(a), (b), (d) and (e) of the Railroad Crossing License, and all other sums due under this Agreement.

3.02 County agrees to comply with all other terms and conditions of the Industrial District Agreement, Special Warranty Deed, and Railroad Crossing License (as applicable) as necessary to obtain and maintain all rights to use the Right-of-Way Tract for the Project at no cost to the City. County represents and warrants that it will comply with the terms of the Industrial District Agreement, Special Warranty Deed, and Railroad Crossing License (as applicable) and all other applicable laws as if it were the City, subject to the modification made by Sections 3.01(d) and 3.03 of this Agreement to the completion deadline.

3.03 County hereby agrees that, as to its performance of the City's obligations under Article III of the Industrial District Agreement, the deadline of March 31, 2026 described in Section 3.2(b) of the Industrial District Agreement, Section 7 of the Railroad Crossing License, and in the Special Warranty Deed as the "Primary Term," shall, as to the County and for the purposes of this Agreement and the Project, be deemed to be March 31, 2020. This Agreement makes no other modifications to the terms or conditions of the Industrial Development Agreement, Special Warranty Deed, or Railroad Crossing License and County is required to comply with all other terms and conditions thereof (as applicable) as if it were the City.

3.04 County's obligations relating to Phase 1 of the Project are set forth in Article VI of this Agreement.

3.05 Failure of the County to comply with any of the terms and conditions of the Industrial Development Agreement, Special Warranty Deed, or Railroad Crossing License (as applicable) as modified by this Agreement, or with any of the terms and conditions of this Agreement, is a material breach of this Agreement.

ARTICLE IV – TERM

4.01 This Agreement shall commence upon the Effective Date (defined herein) and shall end on March 31, 2020, unless otherwise agreed by the City and the County in writing.

ARTICLE V – PROJECT MANAGEMENT

5.01 County hereby represents and warrants to the City that HDR shall design and provide other engineering services for Phase 2 of the Project and that HNTB will provide professional construction management services for Phase 2 of the Project in compliance with the terms and conditions of this Agreement, Industrial District Agreement, the Special Warranty Deed, the Railroad Crossing License, and all applicable laws. City shall review the plans and specifications for Phase 2 of the Project at 30%, 60% and 90% completion, and shall approve the final design and construction Contract Documents, in writing. County shall provide copies of all written (including electronic) communications, documents, and other transmittals sent to or received from HDR, HNTB, the County's construction contractor(s), and the County related to Phase 2 of the Project when and as created.

5.02 Construction of Phase 2 of the Project shall be competitively bid and awarded by the County as required by Texas law.

5.03 County shall provide, or cause HDR, HNTB, and/or its construction contractor to provide, electronic and hard copies of all Contract Documents for Phase 2 of the Project to the City within seven (7) days of the effective date of said Contract Documents (or portion thereof).

5.04 County shall cause City to be named as an additional insured on the County's Contractor's insurance policies and on the insurance policy to be secured by the County as required under Section 3.2(e) of the Industrial District Agreement. County shall cause the County's Contractor to provide a performance bond that includes County and City as dual obligees.

5.05 City's Project Representative shall be invited to attend construction progress meetings for Phase 2 of the Project, at the same time and in the same manner as the County, and shall receive a copy of the minutes for each meeting at the same time the minutes are sent to the County.

5.06 County shall provide to the City copies of all material testing reports and all other inspection reports for Phase 2 of the Project at the same time the inspection reports are sent to the County. City shall have the right to access and inspect Phase 2 of the Project during construction and the County shall not interfere with such access or inspection by the City.

5.07 At substantial completion of Phase 2 of the Project, City and County shall inspect Phase 2 of the Project for compliance with the Contract Documents. The City and County shall jointly prepare a punchlist. The City shall accept Phase 2 of the Project for operation and maintenance when the City acknowledges, in writing, that all of the following conditions precedent are satisfied: 1) HDR and HNTB certify that all punchlist work is complete; 2) HDR and HNTB certify that Phase 2 of the Project is finally complete in accordance with the Contract Documents; 3) the County's construction contractor(s) provides a two-year maintenance bond to the City; and 4) the Traffic Safety Plan and Safety Plan are approved by Owner and the City and fully implemented by the County.

ARTICLE VI – PHASE 1 OF THE PROJECT

6.01 The provisions of this Article VI apply to Phase 1 of the Project.

6.02 Subject to the terms and conditions of Article VI of this Agreement regarding the County's obligation to pay for design and construction of Phase 1 of the Project, City shall be responsible for design and construction of Phase 1 of the Project.

6.03 City shall provide to County a copy of the final, executed Contract Documents pertaining to design, project management, and construction of Phase 1 of the Project. The County hereby agrees that the provisions in the City's design and construction Contract Documents pertaining to payment applications by the engineer and contractor for work on Phase 1 of the Project are hereby deemed to be sufficient to support requests for payment of Phase 1 Project Costs

(defined herein) by the City to the County under Section 6.06 of this Agreement.

6.04 Any change orders increasing the estimated Phase 1 Design Costs or Phase 1 Construction Costs by more than five percent (5%) over the original estimated engineering cost or construction contract price (not including any contingency amounts) unless otherwise provided by Texas law related to work on Phase 1 of the Project must be approved in advance, in writing, by HDR, HNTB, the County's Project Representative, the engineer retained by the City, the project manager retained by the City (if any), and the City's Project Representative. HDR's, HNTB's, and the County's Project Representative's approval of any such change order(s) shall not be unreasonably conditioned or withheld. Notwithstanding the foregoing, change orders shall be deemed to have been approved by HDR, HNTB, the County's Project Representative as of the date that is forty-five (45) days after submittal of same by the City to the County.

6.05 Payment by the County Auditor to the City for the design and construction of Phase 1 of the Project shall be as follows:

- (a) Not later than thirty (30) days after the effective date of the Contract Documents by and between the City and the engineer selected by the City to design Phase 1 of the Project, the County Auditor shall pay to the City one hundred percent (100%) of the City's estimated costs for designing Phase 1 of the Project (the "Phase 1 Design Costs"). Not later than thirty (30) days after the effective date of the Contract Documents by and between the City and the project manager and construction contractor selected by the City to construct Phase 1 of the Project, the County Auditor shall pay to the City fifty percent (50%) of the full project management contract price plus fifty percent (50%) of the full construction contract price shown in the executed Contract Documents for all work associated with construction of Phase 1 of the Project, including, without limitations, the estimated cost of project management, labor, materials, equipment, trench safety, erosion control, environmental, Safety Plan costs, Traffic Safety Plan costs, contingency amounts, and all other costs, fees and expenses related to design and construction of Phase 1 of the Project (collectively, the "Phase 1 Management and Construction Costs"). Payments of the Phase 1 Design Costs and the Phase 1 Management and Construction Costs required by this Section 6.06(a) shall be made on or before the deadlines set forth above by cashier's check or bank wire. If paid by cashier's check, the check is to be made payable to the City of Georgetown, Texas and sent to the City Manager at the address for Notices set forth in Section 9.12 of this Agreement with the annotation "Southwest ByPass Phase 1 –Initial Funding." If paid by bank wire, County shall request wiring instructions from the City prior to remitting the payment and the City's account must be credited with the funds on or before the date due.
- (b) After the effective date of the Contract Documents, but no more frequently than once every thirty (30) days, the City shall invoice the County Auditor for the actual engineering, project management, and construction costs attributable to Phase 1 of the Project incurred since the prior invoice date. Said invoices shall be accompanied by the City-approved pay application documentation received by the City from its engineer, project manager, or contractor, as applicable. County Auditor shall pay full the amount due on each invoice

no later than the date that is forty-five (45) days after the date of the invoice (the “Due Date”) by cashier’s check or bank wire in order not to be considered delinquent; provided, however, that the County Auditor may dispute an invoice in the manner set forth in Section 6.07 of this Agreement and payment of an invoice in full shall not constitute a waiver of the County’s right to dispute the invoice. If paid by cashier’s check, payment of an invoice must be received on or before the Due Date at the address given for Notices in Section 9.12 of this Agreement and with the annotation described in Section 6.06(a) of this Agreement. If paid by wire, County shall request wiring instructions from the City prior to remitting payment by bank wire and the City’s account must be credited with the funds on or before the Due Date. Exhaustion of the funds received under Section 6.06(a) of this Agreement shall not be a precondition to the City’s right to request and receive payment under this Section 6.06(b) of this Agreement, and the City shall have the discretion to apply the funds received from the County under Section 6.06(a) of this Agreement to the final pay applications of City’s engineer, project manager (if applicable), and contractor.

- (c) Any amount invoiced to the County that is not paid by the Due Date shall accrue interest at the rate set forth in Texas Government Code Section 2251.025(b). The County further agrees to pay all costs of collection including attorney’s fees.
- (d) The obligation of the County Auditor to make payments under this Agreement constitutes a general obligation or indebtedness of the County Auditor. Failure of the County Auditor to make payments under this Agreement is a material breach of this Agreement.

6.06 If the County Auditor at any time disputes the amounts to be paid by it to the City under this Article VI, the County Auditor shall nevertheless make the disputed payment or payments, but the County shall have the right to seek a judicial determination whether the amounts shown on an invoice paid by the County are in accordance with the terms of this Agreement. If it is subsequently determined by agreement or court decision that the disputed amount paid by the County Auditor should have been less or more, the City shall promptly prepare a revised invoice reflecting the agreed or adjudicated amount due, and any payments required to be made pursuant to the revised invoice shall be remitted to the Party entitled to receive them per the revised invoice within three (3) business days after receipt of the revised invoice.

6.07 Article VI of this Agreement shall be a material breach of this Agreement and shall, in addition to seeking any other remedy available to it under this Agreement, allow the City to cease all performance of its obligations under this Agreement.

ARTICLE VII – INSURANCE AND INDEMNITY

7.01 COUNTY ACKNOWLEDGES THAT THE SOUTHWEST BYPASS ROAD WILL BE CONSTRUCTED AND OPERATED WITHIN AN ACTIVE QUARRY ZONE CONTAINING AN ACTIVE QUARRY OPERATION. TO THE EXTENT ALLOWED BY LAW, THE COUNTY HEREBY AGREES TO INDEMNIFY CITY AND OWNER

AGAINST LOSSES FROM CLAIMS OR LAWSUITS RESULTING FROM THE COUNTY'S CONSTRUCTION OF THE SOUTHWEST BYPASS ROAD WITHIN AN ACTIVE QUARRY ZONE BY OBTAINING ENDORSEMENT 217, INDEMNIFICATION UNDER CONTRACT, FROM THE TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL, AND/OR OTHER INSURANCE COVERAGE AS NECESSARY TO COMPLY WITH THE INSURANCE AND INDEMNITY REQUIREMENTS OF THE INDUSTRIAL DISTRICT AGREEMENT. IN THE EVENT A CLAIM OR LAWSUIT IS BROUGHT AGAINST THE COUNTY, CITY, OR OWNER, THE TML INTERGOVERNMENTAL RISK POOL AND/OR OTHER INSURER, WILL PROVIDE A DEFENSE FOR CITY AND FOR OWNER, AND WILL PAY DAMAGES, IF ANY.

7.02 THE COUNTY AGREES TO OBTAIN, AT COUNTY'S SOLE COST AND EXPENSE, A GENERAL LIABILITY INSURANCE POLICY TO PROTECT AGAINST ANY AND ALL BODILY INJURY OR PROPERTY DAMAGE AS A RESULT OF THE PROJECT AND TO NAME THE CITY AND OWNER AS ADDITIONAL INSURED ON SUCH POLICY. COUNTY AGREES TO INDEMNIFY AND HOLD CITY AND OWNER HARMLESS FROM ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, OR OTHER DAMAGES RELATED TO THE PROJECT IN EXCESS OF THE INSURANCE COVERAGE.

7.03 COUNTY AGREES AND ACKNOWLEDGES THAT CITY AND OWNER DO NOT ASSUME ANY LIABILITY FOR, OR WARRANT, THE PROJECT. COUNTY AGREES AND ACKNOWLEDGES THAT CITY SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT COUNTY MAY HAVE NOW OR IN THE FUTURES, OR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY COUNTY, OR ANYONE HAVING A CLAIM BY, THROUGH OR UNDER COUNTY, RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE PROJECT, AND COUNTY EXPRESSLY RELEASES CITY FROM ANY SUCH CLAIM OR CAUSE OF ACTION.

7.04 COUNTY WAIVES ANY CLAIM THE COUNTY OR THE COUNTY'S CONTRACTORS MAY HAVE AGAINST CITY OR OWNER RESULTING FROM DAMAGE TO THE SOUTHWEST BYPASS ROAD, UTILITIES CONSTRUCTED WITHIN THE RIGHT-OF-WAY TRACT, AND ANY OTHER PROPERTY, SO LONG AS QUARRY OPERATIONS ARE CONSISTENT WITH REQUIREMENTS ESTABLISHED BY STATE LAW, FEDERAL LAW AND INDUSTRY STANDARDS, INCLUDING, WITHOUT LIMITATION, CLAIMS THE COUNTY OR THE COUNTY'S CONTRACTORS MAY HAVE AGAINST OWNER ARISING OUT OF, OR IN ANY MANNER CONNECTED WITH TREMORS, VIBRATIONS, FLYING ROCKS OR DEBRIS, NOISE OR NOXIOUS ODORS.

ARTICLE VIII – DEFAULT AND REMEDIES

8.01 Any material breach by the County of this Agreement, the Industrial Development Agreement, the Special Warranty Deed, or the Railroad Crossing License (as applicable) shall be

a default of this Agreement. If a Party commits a default of this Agreement, any notice given by the non-defaulting Party to the defaulting party shall describe the alleged default in reasonable detail (the “Notice of Default”).

8.02 If the Notice of Default pertains to the failure of the County to perform any of its monetary obligations set forth in this Agreement, the County shall cure the monetary default within fourteen (14) days after the date of the Notice of Default (the “Monetary Cure Period”). If the Notice of Default pertains to failure of a Party to perform a non-monetary obligation set forth in this Agreement, the defaulting Party must commence cure of the non-monetary default(s) specified in the Notice of Default within thirty (30) days after the date of the Notice of Default, and must thereafter diligently pursue such cure to completion, but in no event longer than sixty (60) days after the date of the Notice of Default (the “Non-Monetary Cure Period”).

8.03 If the defaulting Party does not cure the default before the expiration of the applicable cure period (specified in Section 8.02 of this Agreement), and if the non-defaulting Party has not waived the default in writing, then after the expiration of the applicable cure period, the non-defaulting Party may, in its sole discretion, and without prejudice to any other right or remedy allowed under this Agreement, cease performance of its obligations under Articles II and VI of this Agreement and seek any relief available at law or in equity, all of which are cumulative and are in addition to any other right or remedy given under this Agreement which may now or subsequently exist in law or in equity by statute or otherwise, and the exercise of any one remedy does not preclude the exercise of another. Damages, if any, to which any non-defaulting Party may be entitled shall be limited to actual damages and shall not include special, incidental, or consequential damages. To the extent that any course of dealing, act, omission, failure, or delay in exercising any right or remedy under this Agreement constitutes the election of an inconsistent right or remedy, that election does not constitute a waiver of any right or remedy, or limit or prevent the subsequent enforcement of any provision of this Agreement. No single or partial exercise of any right or remedy under this Agreement precludes the simultaneous or subsequent exercise of any other right or remedy.

8.04 In addition to the City’s rights under other Sections of this Agreement, if County fails to cause substantial completion of the Project to occur on or before March 31, 2020 and/or to be completed in compliance with all terms and conditions of this Agreement and the Industrial Development Agreement, the Special Warranty Deed, and the Railroad Crossing License (as applicable), the City may, in its sole discretion, terminate the Temporary Access And Construction Easement and/or this Agreement, and County shall 1) hold harmless and defend the City against all losses, damages (including, without limitation, consequential damages) costs and expenses (including, without limitation, interest (including prejudgment interest in any litigated matter), penalties, court costs, and attorney’s fees and expenses) asserted against, imposed upon or incurred by the City, directly or indirectly, arising out of or resulting from the breach or uncured default and termination of the Temporary Access and Construction Agreement and/or this Agreement and enforcement of this Section.

ARTICLE IX – GENERAL PROVISIONS

9.01 Authority. This Agreement is entered, in part, pursuant to the authority of the Act. The provisions of the Act are incorporated in this Agreement and this Agreement shall be

interpreted in accordance with the Act.

9.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement will not be affected and this Agreement will be construed as if the invalid or unenforceable provision(s) had never been included.

9.03 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

9.04 Entire Agreement. This Agreement and all Exhibits to this Agreement, which are incorporated herein by reference and made a part hereof as if set forth in full (except as modified by this Agreement), constitute the entire agreement of the Parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter of this Agreement. No promise, statement or representation that is not expressly stated in this Agreement has been made by any Party to induce execution of this Agreement.

9.05 Amendments. This Agreement may not be amended or modified except in writing executed by both City and Williamson County, and authorized by their respective governing bodies.

9.06 Waiver. Lack of enforcement of any right under this Agreement by either Party shall not constitute a waiver of that right or any other in the future.

9.07 Independent Relationship. Each Party, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose.

9.08 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either Party. Neither City nor County waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

9.09 No Third Party Beneficiaries. This Agreement is entered into for the sole and exclusive benefit of the Parties. Nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring any rights, benefits, remedies, or claims upon any other person or entity.

9.10 No Assignment. This Agreement may not be assigned in whole or in part by either Party.

9.11 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

9.12 Notices. Notices given under this Agreement will be effective if forwarded to a

Party by hand-delivery; transmitted to a Party by confirmed fax; or deposited with the U.S. Postal Service, certified mail, postage prepaid, to the address of the Party indicated below:

County: Williamson County
Attn: County Judge
710 Main Street, Suite 101
Georgetown, TX 78626
Fax: (512) 943-1550

With copy to: Williamson County
Attn: County's Project Representative – County Auditor
710 Main Street, Suite 301
Georgetown, TX 78626
Fax: (512) 943-_____

City: City of Georgetown
Attn: City Manager
113 E. 8th Street
Georgetown, Texas 78627
Fax: (512) 930-3622

With copy to: City of Georgetown
Attn: City's Project Representative – Asst. City Manager/Utilities
113 E. 8th Street
Georgetown, Texas 78627
Fax: (512) 930-3622

Either Party may designate any other person or address for notice by written notice to the other Party.

9.13 Exhibits. The following Exhibits are attached to this Agreement and incorporated by reference:

Exhibit A – Industrial District Agreement, including Exhibits A through H
Exhibit B – Diagram of Southwest Bypass Project
Exhibit C – Survey of Right of Way Tract
Exhibit D – Form of Temporary Access and Construction Easement

9.14 Counterparts; Effect of Partial Execution. This Agreement may be executed in counterparts each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

9.15 Authority. City and County have authorized and approved this Agreement by resolution or action adopted by their respective governing bodies at meetings held in compliance

with the Texas Open Meetings Act.

9.16 Effective Date. This Agreement is executed to be effective on the latest date accompanying the signatures of duly authorized representatives of both the City and the County (the "Effective Date").

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK-
SIGNATURE PAGES TO FOLLOW]

ACCEPTED AND AGREED TO:

WILLIAMSON COUNTY

By: _____
Dan A. Gattis, County Judge

ATTEST:

By: _____
County Clerk

APPROVED AS TO FORM:

By: _____
General Counsel

STATE OF TEXAS	§	
	§	ACKNOWLEDGMENT
COUNTY OF WILLIAMSON	§	

THIS INSTRUMENT was acknowledged before me on this the ____ day of _____, 2016, by Dan A. Gattis as County Judge of Williamson County, on behalf of the County.

Notary Public - State of Texas

ACCEPTED AND AGREED TO:
CITY OF GEORGETOWN, TEXAS

By: _____
Dale Ross, Mayor

ATTEST:

By: _____
Shelley Nowling, City Secretary

APPROVED AS TO FORM:

By: _____
_____, City Attorney

THE STATE OF TEXAS	§	
	§	ACKNOWLEDGMENT
COUNTY OF WILLIAMSON	§	

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2016, by Dale Ross as Mayor of the City of Georgetown, a Texas home-rule city, on behalf of the City.

Notary Public, State of Texas

**EXHIBIT A TO
INTERLOCAL AGREEMENT
BETWEEN WILLIAMSON COUNTY AND THE CITY OF GEORGETOWN, TEXAS
REGARDING THE SOUTHWEST BYPASS PROJECT**

Industrial District Agreement, including Exhibits A through H



INDUSTRIAL DISTRICT AGREEMENT

This Industrial District Agreement (this "Agreement") is executed between Texas Crushed Stone Company ("TCS") and Georgetown Railroad Company, Inc. ("GRR", and collectively with TCS, "Owner") and the City of Georgetown, Williamson County, Texas (the "City") to be effective March 31, 2011 (the "Effective Date").

ARTICLE I RECITALS

WHEREAS, the City is a home-rule municipal corporation of the State of Texas; and

WHEREAS, TCS is a Texas corporation; and

WHEREAS, GRR is a Texas corporation; and

WHEREAS, Owner and the City are sometimes individually referred to as a "Party" and collectively as the "Parties"; and

WHEREAS, Owner owns those certain tracts of real property located in Williamson County, Texas (the "County") that are more particularly described by metes and bounds on Exhibit A which is the same real property depicted on Exhibit B (the "Property"); and

WHEREAS, the Property is located wholly within the extraterritorial jurisdiction ("ETJ") of the City and not within the ETJ or corporate limits of any other town or city; and

WHEREAS, the Parties intend for the existing use of the Property as a rock quarry and as a railroad, including all uses and activities associated with rock quarries and railroads, to continue, and nothing in this Agreement is intended to limit the use of the Property for such purposes; and

WHEREAS, the City and the County desire to construct at least a two-lane paved roadway shown on Exhibit C (the "Southwest Bypass Road"), including that portion between IH 35 and FM 2243; and

WHEREAS, the City and the County must acquire portions of the Property as public right-of-way to allow the construction of the Southwest Bypass Road; and

WHEREAS, Owner intends to donate its portion of the Southwest Bypass Road right-of-way (the "Right-of-Way Tract") to the City, as generally shown on Exhibit D, subject to the terms and conditions of this Agreement; and

WHEREAS, the Parties intend for the Property to be immune from full-purpose annexation by the City for the term of, and as otherwise provided by, this Agreement; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to, but not limited by the authority granted by Sections 42.044 and 212.172 of the Texas Local Government Code; and

WHEREAS, the Parties intend that this Agreement is a development agreement as provided for by state law in Section 212.171 *et seq* of the Texas Local Government Code.

NOW THEREFORE, for and in consideration of the mutual obligations of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE II **ETJ DEVELOPMENT**

2.1 Pre-existing Uses.

(a) The City recognizes the use of the Property as a rock quarry, including, but not limited to, the following related uses:

- (i) the operation of wells for non-potable water and other utilities;
- (ii) the excavation of quarries and tunnels;
- (iii) the extraction of limestone and other raw materials;
- (iv) the processing of limestone and other raw materials extracted from the Property into finished products;
- (v) the use of soil and fill material for drainage purposes;
- (vi) the mining, blasting, use of explosives, handling, crushing, conveying, washing, screening, sorting, stockpiling, packaging, distribution, and transportation of raw material and processed material;
- (vii) the use of materials to aid and assist in the use of the Property for rock quarry and related activities; and
- (viii) the use of offices, warehouses, and other structures for the administration, management, and upkeep of the quarry and related uses.

(b) The City recognizes the use of the Property for the operation of railroads, runways, water wells, and utilities, including, but not limited to, multiple lines of railroad, pipelines, water towers, water storage tanks, platforms, loading and unloading facilities, passenger and freight platforms, intermodal facilities, material, lading, and equipment storage and maintenance yards.

(c) Nothing in this Agreement shall prohibit or otherwise limit the uses of the Property described in this Section 2.1 during the Term (as defined in Article IV of this Agreement).

(d) Nothing in this Agreement shall prohibit or otherwise limit the tax exemptions applicable to the Property.

2.2 Planned Uses. The City acknowledges that TCS does not intend to quarry that portion of the Right-of-Way Tract within that portion of the Property formerly known as the Barnes property as such property is more particularly described by metes and bounds description in that deed recorded in the County records on January 17, 1979, at Volume 744, Page 516 and depicted on Exhibit E (the "Barnes Property"). The Barnes Property includes the former Snead homestead. Prior to construction of the Southwest Bypass Road, the City will demolish the home. Until such time, Owner will maintain possession and use of the home. During Owner's period of possession, Owner may, at its option, salvage all or any part of the home. During Owner's period of possession Owner waives any claim Owner or Owner's invitees may have against the City resulting from personal injury during periods of possession and use of the home. The plan for development of the Barnes Property includes commercial, multifamily and mixed use development.

2.3 Immunity from Annexation. The Property shall remain in the ETJ of the City and be immune from full purpose annexation by the City for the Term (as defined in Article IV of this Agreement).

ARTICLE III SOUTHWEST BYPASS

3.1 Survey. After the City executes a written right of entry for land surveying only in the form attached as Exhibit F (the "Survey License") agreeing to the terms upon which the City may conduct survey work on the Right-of-Way Tract the City may begin its survey work. The City's survey of the Right-of-Way Tract will be made by a Registered Professional Land Surveyor. The survey shall: (a) identify the Right-of-Way Tract by metes and bounds; (b) show that the survey was made and staked on the ground with corners marked; (c) set forth the dimensions and total area of the Right-of-Way Tract; and (d) contain the surveyor's certificate that the survey is true and correct. The survey will limit the Right-of-Way Tract to a width that does not exceed 400 feet at its widest point, with the exception of the portion abutting Leander Road which may be 600 feet at its widest point for a length of not more than 1,300 feet from its point of intersection with Leander Road. The survey will provide tract descriptions for the following portions of the Right-of-Way Tract all as depicted on Exhibit D: (i) that portion not to exceed 1.6 acres to be used as a water quality or detention pond; (ii) that portion owned by GRR and to be licensed to the City; (iii) that portion owned by TCS across the Barnes Property (save and except the GRR property); and (iv) that portion owned by TCS across the Property other than the Barnes Property and the GRR property. The survey will exclude the water well depicted on Exhibit D and commonly known as TCS well #1. Upon completion of the survey, the City will deliver to Owner two copies of the survey. The Survey License expires and is of no further force and effect upon the earlier to occur of the delivery by the City to Owner of the survey copies or December 31, 2012.

3.2 Southwest Bypass Road Transfer Conditions.

(a) After the City delivers the survey copies to Owner and within 60 days after Owner receives a written request by the City, Owner will transfer the Right-of-Way Tract to the City. TCS will transfer its portion of the Right-of-Way Tract by special warranty deed in the form attached as Exhibit G. GRR will transfer its portion of the Right-of-Way Tract by license in the form attached as Exhibit H. Both the Right-of-Way Tract deed and license will include provisions consistent with the following conditions (collectively, the "Southwest Bypass Road Conditions"):

(i) The Southwest Bypass Road shall be constructed from State Highway 130 at its point of intersection with County Road 104 East of Georgetown to State Highway 29 West of Georgetown, substantially along the route and general alignment shown on Exhibit C.

(ii) Those portions of Southwest Bypass Road constructed after the Effective Date shall be constructed as part of a road system meeting the American Association of State Highway and Transportation Officials (AASHTO) Policy of Geometric Design of Highways and Streets (a.k.a., the "Green Book") standards.

(iii) That portion of the Southwest Bypass Road located on the Right-of-Way Tract shall be constructed with a grade separated crossing at its point of intersection with GRR's right-of-way.

(iv) The portion of the Southwest Bypass Road located on the Right-of-Way Tract shall be constructed in a manner that provides at least six points of permanent access, three in each direction, to and from the Southwest Bypass Road and portions of the Property owned by TCS.

(v) The portion of the Southwest Bypass Road located on the Right-of-Way Tract shall be constructed and maintained in a manner that provides at least one, but no more than two, grade separated paved crossings to allow quarry traffic to pass under or over the road from both sides of the road both during and after construction. If one crossing is provided, it will be a minimum of 80 feet in width and 25 feet in height. If two crossings are provided, each will be a minimum of 50 feet in width and 25 feet in height.

(b) The transfer documents required by Section 3.2(a) shall include a reverter clause causing the property described in the transfer document to revert back to the grantor under the document if the Southwest Bypass Road Conditions are not satisfied by midnight on March 31, 2026. Provided, however, the City may elect to extend the time to complete the Southwest Bypass Road Conditions so long as (i) the Term is extended for an equal period pursuant to the terms of Article IV below; and (ii) the Parties execute an in-lieu Special Warranty Deed and License containing such modified reversion.

(c) The transfer documents required by Section 3.2(a) shall include a reservation of all water, oil, gas and other minerals in and under the land transferred and a waiver of all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining,

drilling or pumping the same but shall reserve the right to conduct operations for exploration and recovery of the same from locations outside the boundaries of the Right-of-Way Tract provided such activities do not damage the Southwest Bypass Road. In addition, the transfer documents required by Section 3.2(a) shall include a reservation of all rock and limestone during the period of Owner's possession described in Section 3.2(g) below, together with the right to quarry and mine (including by surface-destructive methods), and remove and own the same.

(d) The transfer documents required by Section 3.2(a) shall include a use restriction that prohibits use of the Right-of-Way Tract for any use other than right-of-way for a road, the water quality or detention pond (on the specified tract) and below grade utilities that serve the Property or provides a necessary loop or connection for adjacent utility facilities. Utilities are only permitted to the extent the Southwest Bypass Road is constructed and open to the public. Nothing in this Agreement changes the rights or responsibilities of the Parties related to utilities as memorialized in other documents.

(e) The transfer documents required by the Section 3.2(a) shall include the following covenants: THE CITY ACKNOWLEDGES THAT THE SOUTHWEST BYPASS ROAD WILL BE CONSTRUCTED AND OPERATED WITHIN AN ACTIVE QUARRY ZONE CONTAINING AN ACTIVE QUARRY OPERATION. THE CITY HEREBY AGREES TO INDEMNIFY OWNER AGAINST LOSSES FROM CLAIMS OR LAWSUITS RESULTING FROM THE CITY'S CONSTRUCTION OF THE SOUTHWEST BYPASS ROAD WITHIN AN ACTIVE QUARRY ZONE BY OBTAINING ENDORSEMENT 217, INDEMNIFICATION UNDER CONTRACT, FROM THE TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL. In the event a claim or lawsuit is brought against the City or Owner, which falls under the indemnification and coverage provided to the City, the TML Intergovernmental Risk Pool will provide a defense for Owner and pay damages so long as quarry operations are consistent with requirements established by state law, federal law and industry standards. THE CITY WAIVES ANY CLAIM THE CITY OR THE CITY'S CONTRACTORS MAY HAVE AGAINST OWNER RESULTING FROM DAMAGE TO THE SOUTHWEST BYPASS ROAD OR UTILITIES CONSTRUCTED WITHIN THE RIGHT-OF-WAY TRACT SO LONG AS QUARRY OPERATIONS ARE CONSISTENT WITH REQUIREMENTS ESTABLISHED BY STATE LAW, FEDERAL LAW AND INDUSTRY STANDARDS, INCLUDING, WITHOUT LIMITATION, CLAIMS THE CITY OR THE CITY'S CONTRACTORS MAY HAVE AGAINST OWNER ARISING OUT OF, OR IN ANY MANNER CONNECTED WITH TREMORS, VIBRATIONS, FLYING ROCKS OR DEBRIS, NOISE OR NOXIOUS ODORS.

(f) The transfer documents required by Section 3.2(a) shall include a requirement that the City implement a traffic safety plan (the "Traffic Safety Plan") that includes terms mutually agreeable to the Parties before the Southwest Bypass Road is opened to public access. The Traffic Safety Plan will include, at a minimum, (i) a requirement that public access to the Right-of-Way Tract will be restricted as a means to address safety concerns during TCS quarry activities involving blasting within 2,500 feet of the Right-of-Way Tract; (ii) a process to implement road closures of 15 minutes or less; (iii) a process to implement a detour in the event road closures are anticipated to last longer than 15 minutes; and (iv) signage posted at regular intervals along the Southwest Bypass Road warning drivers that they are entering an active quarry zone and cell phone use is prohibited.

(g) The transfer documents required by Section 3.2(a) shall include a reservation of possession for the benefit of Owner for a period from the transfer date until midnight on December 31, 2016, provided, however, the City may take possession of that portion of the Right-of-Way Tract located on the Barnes Property as early as December 31, 2012 by giving Owner 150 days notice of the need for such possession. During the period of possession, Owner may, at its option, use the Right-of-Way Tract for any use permitted by Sections 2.1 and 2.2 of this Agreement.

(h) After December 31, 2016, or the expiration of the 150 day notice applicable to that portion of the Right-of-Way Tract located on the Barnes Property, the City shall provide Owner with 30 days' prior written notice that construction of the Southwest Bypass Road will begin. The 30-day notice period commences on the date the notice is delivered to Owner. The transfer documents required by Section 3.2(a) shall include a reservation of rights that:

(i) permits Owner to continue all uses described in Sections 2.1 and 2.2 until the end of such 30-day notice period; and

(ii) provides that, if the City does not commence construction of the road within five days after the end of such 30-day notice period, Owner may resume all uses described in Sections 2.1 and 2.2 on the Right-of-Way Tract upon delivery of written notice to the City of same; and

(iii) requires the City to provide a new notice and comply with the requirements in this Section 3.2(h) whenever the City fails to commence construction of the road within 35 days after delivery of the required 30-day notice to Owner.

(i) For purposes of Section 3.2(h), commencement of construction of the road requires, at a minimum, that grading of the Right-of-Way Tract be commenced.

3.3 Drainage. A portion of the Right-of-Way Tract donation will be restricted for use as a water quality or detention ponds at the location shown on Exhibit D. The City will design and construct that portion of the Southwest Bypass Road located on the Right-of-Way Tract in a manner that minimizes drainage impacts outside the Right-of-Way Tract. To the extent drainage is required outside the right-of-way, Owner will donate no more than 4.6 acres (in addition to the 1.6 acres donated by this Agreement) needed for such drainage. The Parties understand that the additional drainage will be included in a separate water quality or detention pond shown for information purposes on Exhibit D. At Owner's option and cost, Owner may expand this second detention pond for use as a regional detention pond for the benefit of Owner's land. Owner, at Owner's option and cost, may relocate both water quality or detention ponds.

ARTICLE IV TERM OF AGREEMENT

The term of this Agreement shall be 15 years after the Effective Date unless extended by mutual agreement of Owner and the City (the "Term"). The Term may be extended by the City in the event the City fails to satisfy the Southwest Bypass Road Conditions prior to March 31,

2026. Such an extension of the Term will include a corresponding extension of the period to complete the Southwest Bypass Road Conditions.

ARTICLE V ADDITIONAL PROVISIONS

5.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the intent of the Parties with regard to the subject matter of this Agreement. If it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be given full effect. The Parties have relied, to their material detriment, upon the recitals as part of the consideration for entering into this Agreement, and, but for the recitals, the Parties would not have entered into this Agreement.

5.2 Vested Rights. Owner does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 or under Chapter 43 of the Texas Local Government Code or under any other provision of law.

5.3 Authority. The City represents and warrants that this Agreement has been approved by the action of the City Council of the City in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. Owner represents and warrants that this Agreement has been approved by appropriate action of Owner and that the individual executing this Agreement on behalf of Owner has been authorized to do so.

5.4 Recordation. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement, and all amendments to this Agreement, shall be recorded in the deed records of the County. This Agreement shall be binding upon the Parties, the Property, and future owners of all or any portion of the Property.

5.5 No Third Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

5.6 Entire Agreement; Amendment; Severability.

(a) This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether oral or written, concerning the subject matter of this Agreement.

(b) This Agreement shall not be modified or amended except in writing signed by the Parties. A copy of each amendment to this Agreement, when fully executed and recorded, shall be provided by the City and/or Owner to each successor (based on the records maintained by Owner and successor pursuant to this Agreement); however, the failure of the City and/or Owner to do so shall not affect the validity of any amendment.

(c) If any provision of this Agreement is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Agreement, the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties, and the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. Without limiting the generality of the foregoing: (i) if it is determined that, as of the Effective Date, a portion of the Property is not within the City's ETJ, this Agreement shall remain in full force and effect with respect to all of the Property that is within the City's ETJ; or (ii) if a court shall hold that the term of this Agreement is unenforceable or in violation of Sections 42.044 or 212.172 of the Texas Local Government Code, this Agreement shall remain in full force and effect for the longest period allowed by law, not to exceed the limitations on the term set forth in Article IV above.

5.7 Federal Preemption. The Parties recognize that the Federal Railroad Safety Act of 1970 ("RFSa"), codified in 49 U.S.C.A. § 20106 expressly preempts state and local regulations in conflict with all Federal Rules and Regulations regarding the operation and safety of railroads, including the railroad and related appurtenances on the Property. The Parties agree to cooperate with the relocation of the GRR tracks, if necessary, to accommodate the grade-separated requirements of Section 3.2(a)(iii).

5.8 Remedies. The Parties agree that this Agreement is enforceable. If a Party or successor fails to comply with this Agreement, all other Parties shall be entitled to immediate injunctive relief and mandamus, to specific performance, and, to the maximum extent permitted by law, to actual damages (but excluding special or consequential damages). The Parties agree and stipulate that the damages that will be suffered as a result of any breach of this Agreement are difficult to calculate at this time. The Parties further agree and stipulate that a breach of this Agreement will result in immediate and irreparable harm. Accordingly, the Parties agree and stipulate that in the event of a threatened breach of this Agreement by one Party, all other Parties will be entitled, as a matter of law, to have a temporary restraining order, preliminary injunction, and a permanent injunction issued and entered immediately by any court with jurisdiction over such claims. The remedies set forth in this section are the sole and exclusive remedies of the Parties for a Party's failure to comply with this Agreement.

5.9 Notices. Any notice or other communication required by this Agreement to be given, provided, or delivered to a Party shall be in writing addressed to the Parties as set forth below. Notices shall be considered "given" for purposes of this Agreement: (a) if by Certified Mail, five business days after deposited with the U.S. Postal Service, Certified Mail, Return Receipt Requested; (b) if by private delivery service (e.g., FedEx or UPS), on the date delivered to the notice address as evidenced by a receipt signed by any person at the notice address; (c) if by FAX, when sent, or (d) if by any other means (including, but not limited to, e-mail if an email address is provided below), when actually received by the Party at the notice address.

The City of Georgetown
Georgetown City Manager
P.O. Box 409
Georgetown, Texas 78627

Texas Crushed Stone Company
W. B. Snead, President
P.O. Box 1000
Georgetown, TX 78627-1000

Georgetown Railroad Company, Inc.
W. B. Snead, Chairman of the Board
P.O. Box 529
Georgetown, TX 78627-529

With a copy to:
Shupe Ventura Lindelow & Olson, PLLC
Attn: Misty Ventura
9406 Biscayne Blvd.
Dallas, Texas 75218

Each Party has the right to change, from time to time, its notice addresses by giving at least 10 days written notice to the other Parties. If any time period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the period shall be extended to the first business day following such Saturday, Sunday or legal holiday.

5.10 Time. Time is of the essence in the performance by the Parties of their respective obligations under this Agreement.

5.11 Applicable Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Texas. Venue shall be in Williamson County, Texas.

5.12 Non-Waiver. If a Party fails to insist on strict performance of any provision of this Agreement, such failure shall not be deemed a waiver by such Party of its right to insist on strict performance of such provision in the future or strict performance of any other provision of this Agreement.

5.13 Conflict. In the event of any conflict between this Agreement (adopted by Ordinance) and any City ordinances, resolutions, or policies, this Agreement shall control.

5.14 Binding Effect. This Agreement is a covenant running with the land and shall be binding on all subsequent owners of all or any portion of the Property.

5.15 Exhibits. The following exhibits are attached to this Agreement and are incorporated as part of this Agreement for all purposes as if set forth in full in the body of this Agreement.

Exhibit A	Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Depiction of Southwest Bypass Road
Exhibit D	Depictions of Right-of-Way Tract, including the Water Quality Pond (includes Exhibits D-1, D-2 and D-3)

Exhibit E	Depiction of the Barnes Property
Exhibit F	Form of Survey License
Exhibit G	Form of Special Warranty Deed from TCS to the City
Exhibit H	Form of License from GRR to the City

Executed by Owner and the City to be effective on the Effective Date.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

THE CITY OF GEORGETOWN

BY: George Garver
Mayor Garver

Approved as to Form:

Mark Sokolow ^{4/15/2011} See letter dated April 15, 2011
Mark Sokolow, City Attorney

Charles Crossfield
Charles Crossfield

Attest:

Jessica E. Hamilton
City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this 29 day of March, 2011, by George Garver, Mayor of the City of Georgetown and acknowledged to me that he executed the same on behalf of said City.



Jessica E. Hamilton
Notary Public in and for the State of Texas

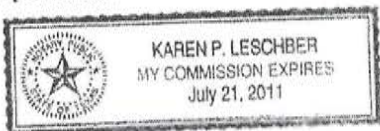
Texas Crushed Stone Company,
a Texas corporation

By: W.B. Snead
W. B. Snead, President

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this 0th day of March, 2011, by W. B. Snead, President of Texas Crushed Stone Company, a Texas corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of said corporation.



Karen P. Leschber
Notary Public in and for the State of Texas

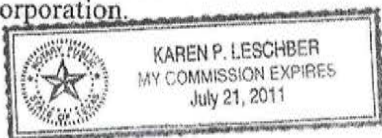
Georgetown Railroad Company, Inc.
a Texas corporation

By: W.B. Snead
W. B. Snead, Chairman of the Board

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this 0th day of March, 2011, by W. B. Snead, Chairman of the Board of Georgetown Railroad Company, Inc., and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of said corporation.



Karen P. Leschber
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:
Texas Crushed Stone
P.O. Box 1000
Georgetown, Texas 78627

Exhibit A: Part One

DESCRIPTION OF CITY OF GEORGETOWN, TEXAS, INDUSTRIAL DISTRICT
AGREEMENT, PART ONE:

BEING A TRACT OF LAND LOCATED IN THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608, THE JOHN POWELL SURVEY, ABSTRACT NO. 491, THE FRANCIS A. HUDSON SURVEY, ABSTRACT NO. 295, AND THE LOUIS DYCHES SURVEY, ABSTRACT NO. 180, WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 524.79 ACRE TRACT OR PARCEL OF LAND DESCRIBED IN A WARRANTY DEED, CONVEYED TO TEXAS CRUSHED STONE COMPANY, RECORDED IN VOLUME 1679, PAGE 21 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 40.276 ACRE TRACT OR PARCEL OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED, CONVEYED TO TEXAS CRUSHED STONE COMPANY, RECORDED IN DOCUMENT NO. 9821391 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 1601.61 ACRE TRACT OR PARCEL OF LAND DESCRIBED IN A WARRANTY DEED, CONVEYED TO TEXAS CRUSHED STONE COMPANY, RECORDED IN VOLUME 634, PAGE 366 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 477.15 ACRE TRACT OR PARCEL OF LAND DESCRIBED IN A DEED, CONVEYED TO TEXAS CRUSHED STONE COMPANY, RECORDED IN VOLUME 491, PAGE 598 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE REMNANT PORTION OF A CALLED 611.61 ACRE TRACT OR PARCEL OF LAND DESCRIBED IN A DEED TO TEXAS CRUSHED STONE COMPANY INCORPORATED, RECORDED IN VOLUME 427, PAGE 419 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE REMNANT PORTION OF A CALLED 11.61 ACRE TRACT OR PARCEL OF LAND CONVEYED TO TEXAS CRUSHED STONE COMPANY, RECORDED IN VOLUME 435, PAGE 471 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE REMNANT PORTION OF A CALLED 11.61 ACRE TRACT OR PARCEL OF LAND DESCRIBED IN A DEED, CONVEYED TO TEXAS CRUSHED STONE COMPANY, RECORDED IN VOLUME 512, PAGE 292 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 16.15 ACRE TRACT DESCRIBED IN A WARRANTY DEED TO GEORGETOWN RAILROAD COMPANY, INC., RECORDED IN VOLUME 827, PAGE 25 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE REMNANT PORTION OF A CALLED 93.65 ACRE TRACT OR PARCEL OF LAND DESCRIBED IN A DEED TO TEXAS CRUSHED STONE COMPANY, RECORDED IN VOLUME 427, PAGE 615 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF TRACT I, CALLED A 2023.28 ACRE TRACT OR PACEL OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED, CONVEYED TO TEXAS CRUSHED STONE COMPANY, RECORDED IN VOLUME 880, PAGE 638 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 5.0 ACRE TRACT

Exhibit A: Part One

OR PARCEL OF LAND DESCRIBED IN A DEED, CONVEYED TO GEORGETOWN RAILROAD COMPANY, RECORDED IN VOLUME 475, PAGE 41 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 7.85 ACRE TRACT OR PARCEL OF LAND DESCRIBE IN A DEED, CONVEYED TO GEORGETOWN RAILROAD COMPANY, RECORDED IN VOLUME 466, PAGE 209 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 6.82 ACRE TRACT OR PARCEL OF LAND DESCRIBED IN A GENERAL WARRANTY DEED, CONVEYED TO TEXAS CRUSHED STONE COMPANY, RECORDED IN VOLUME 852, PAGE 369 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 20.9 ACRE TRACT OR PARCEL OF LAND DESCRIBED IN A DEED, CONVEYED TO MERLE WEIR, RECORDED IN VOLUME 603, PAGE 39 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 3.182 ACRE TRACT OR PARCEL OF LAND CONVEYED TO LCRA TRANSMISSION SERVICE CORPORATION, RECORDED IN DOCUMENT NO. 2001088595 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.182 ACRE TRACT OF LAND BEING DESCRIBED IN VOLUME 2253, PAGE 189 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 15.01 ACRE TRACT OR PARCEL OF LAND DESCRIBED IN A WARRANTY DEED, CONVEYED TO TEXAS CRUSHED STONE COMPANY, RECORDED IN VOLUME 827, PAGE 22 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 18.584 ACRE TRACT OR PARCEL OF LAND DESCRIBED IN A DEED, CONVEYED TO GEORGETOWN RAILROAD COMPANY, INC., RECORDED IN VOLUME 822, PAGE 435 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALL OF TRACT NO. 1 A CALLED 40.00 ACRE TRACT OR PARCEL OF LAND, AND ALL OF TRACT NO. 2 CALLED A 10.00 ACRE TRACT OR PARCEL OF LAND DESCRIBED IN A WARRANTY DEED, CONVEYED TO GEORGETOWN RAILROAD COMPANY, RECORDED IN VOLUME 751, PAGE 602 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 175.62 ACRE TRACT OR PARCEL OF LAND DESCRIBED IN A WARRANTY DEED, CONVEYED TO TEXAS CRUSHED STONE COMPANY, RECORDED IN VOLUME 744, PAGE 516 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMNANT PORTION OF A CALLED 569.98 ACRE TRACT OR PARCEL OF LAND DESCRIBED IN A DEED TO L. G. WEIR AND WIFE, MERLE P. WEIR, RECORDED IN VOLUME 462, PAGE 623 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMNANT PORTION OF A CALLED 895.97 ACRE TRACT OR PARCEL OF LAND DESCRIBED IN A DEED, CONVEYED TO A. C. WEIR AND WIFE, ESTHER M. WEIR, RECORDED IN VOLUME 462, PAGE 648 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 3.49 ACRE TRACT OR PARCEL OF LAND DESCRIBED IN A WARRANTY DEED, CONVEYED TO TEXAS CRUSHED STONE COMPANY, RECORDED IN VOLUME

Exhibit A: Part One

778, PAGE 491 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 396.40 ACRE TRACT OR PARCEL OF LAND DESCRIBED IN A DEED TO TEXAS CRUSHED STONE COMPANY, RECORDED IN VOLUME 522, PAGE 455 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE GEORGETOWN RAILROAD RIGHT-OF-WAY LYING WITHIN SAID TRACTS, SAID ANNEXATION AREA SW1 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at the intersection of the south right-of-way line of Ranch Road 2243 and the east right-of-way line of County Road 176, being the northwest corner of said 524.79 acre tract recorded in Volume 1679, Page 21, and the southwest corner of the boundary line of City of Georgetown Annexation Ordinance No. 2005-101, for the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE in a southerly direction with the west boundary line of said 524.79 acre tract and the east right-of-way line of said County Road 176 to a point at the intersection of the east right-of-way line of said County Road 176 and the south right-of-way line of said County Road 176 and being the northeast corner of a 60' Road Easement located in Whitetail Subdivision as shown on a plat recorded in Cabinet C, Slides 117-122 of the Plat Records of Williamson County, Texas;

THENCE continuing in a southerly direction with the west boundary line of said 524.79 acre tract and the east boundary line of said 60' Road Easement to the southwest corner of said 524.79 acre tract, same being the northwest corner of Lot 1, Whitetail Section II, a subdivision recorded in Cabinet D, Slide 141 of the Plat Records of Williamson County, Texas;

THENCE in a easterly direction with the south boundary line of said 524.79 acre tract and the north boundary line of said Whitetail Section II to the northeast corner of said Whitetail Section II, same being the westernmost northwest corner of said 1601.61 acre tract recorded in Volume 634, Page 366;

THENCE in a southerly direction with the east boundary line of said Whitetail Section II and a west boundary line of said 1601.61 acre tract to the southeast corner of said Whitetail Section II and the northwest corner of a called 345.67 acre tract or parcel of land, conveyed to The Highlands at Mayfield Ranch, Ltd., recorded in Document No. 2004053926 of the Official Public Records of Williamson County, Texas;

THENCE continuing in a southerly direction with the east boundary line of said 345.67 acre tract and a west boundary line of said 1601.61 acre tract to an exterior ell corner of said 345.67 acre tract;

Exhibit A: Part One

THENCE departing the east boundary line of said 345.67 acre tract, in an easterly direction, in part through the interior of said 1601.61 acre tract and in part through the interior of said 2023.28 acre tract recorded in Volume 880, Page 638, with a line 10,560 feet (two miles) south of and parallel with the south right-of-way line of said Ranch Road 2243 and the south line of said City of Georgetown Annexation Ordinance No. 2005-101 to a point which is 10,560 feet (two miles) west of the west right-of-way line of Interstate Highway No. 35;

THENCE continuing through the interior of said 2023.28 acre tract in a southerly direction with a line 10,560 feet (two miles) west of and parallel with the west right-of-way line of Interstate Highway No. 35 to the south line of said John Powell Survey, Abstract No. 491, same being the north line of the Ephraim Evans Survey, Abstract No. 212;

THENCE continuing through the interior of said 2023.28 acre tract, in an easterly direction with the south line of said John Powell Survey, Abstract No. 491 and the north line of said Ephraim Evans Survey, Abstract No. 212 to an interior ell corner of said 2023.28 acre tract, same being the southwest corner of said 611.61 acre tract recorded in Volume 427, Page 419;

THENCE continuing in an easterly direction with the south line of said John Powell Survey, Abstract No. 491, the north line of said Ephraim Evans Survey, Abstract No. 212 and north boundary line of said 2023.28 acre tract and the south boundary line of said 611.61 acre tract to the southeast corner of said 611.61 acre tract and the southwest corner of the remnant portion of said 11.61 acre tract recorded in Volume 512, Page 292;

THENCE continuing in an easterly direction with the south line of said John Powell Survey, Abstract No. 491, the north line of said Ephraim Evans Survey, Abstract No. 212, and north line of said 2023.28 acre tract and the south line of the remnant portion of said 11.61 acre tract to the southwest corner of said 16.15 acre tract recorded in Volume 827, Page 25;

THENCE continuing in an easterly direction with the south line of said John Powell Survey, Abstract No. 491, the north line of said Ephraim Evans Survey, Abstract No. 212, and north line of said 2023.28 acre tract and the south line of said 16.15 acre tract to the west right-of-way line of said Georgetown Railroad, the southeast corner of said 16.15 acre tract and the easternmost northeast corner of said 2023.28 acre tract;

THENCE continuing in an easterly direction with the south line of said John Powell Survey, Abstract No. 491, the north line of said Ephraim Evans Survey, Abstract No. 212 crossing the right-of-way of said Georgetown Railroad to the west boundary line of Tract 2, called a 35.23 acre tract or parcel of land conveyed to Texas Crushed Stone Company in said Volume 880, Page 638 of the Deed Records of Williamson County, Texas, same

Exhibit A: Part One

being the east right-of-way line of the Georgetown Railroad, for the southernmost southeast corner of the herein described tract;

THENCE in a northerly direction with the west boundary line of said 35.23 acre tract, the east right-of-way line of said Georgetown Railroad to a point in the south boundary line of said 93.65 acre tract recorded in Volume 427, Page 615 and being the northwest corner of said 35.23 acre tract and the south corner of said 5.0 acre tract recorded in Volume 475, Page 41;

THENCE in a easterly direction with the north boundary line of said 35.23 acre tract and the south boundary line of said 93.65 acre tract to the west right-of-way line of said Interstate Highway No. 35, same being the west boundary line of that certain tract of land described in the City of Georgetown Annexation Ordinance No. 71-A6, same being the southeast corner of the remnant portion of said 93.65 acre tract and the northeast corner of said 35.23 acre tract;

THENCE in a northerly direction, with the west right-of-way line of said Interstate Highway No. 35, the west boundary line of said City of Georgetown Annexation Ordinance No. 71-A6 and the east boundary line of the remnant portion of said 93.65 acre tract, and in part with the east boundary line of the remnant portion of said 611.61 acre tract to the northwest corner of said City of Georgetown Annexation Ordinance No. 71-A6, same being the southwest corner of the City of Georgetown Annexation Ordinance No. 71-A5;

THENCE continuing in a northerly direction with the west right-of-way line of said Interstate Highway No. 35, the west boundary line of said City of Georgetown Annexation Ordinance No. 71-A5, in part with the east boundary line of the remnant portion of said 611.61 acre tract, the east line of the remnant portion of said 11.61 acre tract recorded in Volume 435, Page 471 and with the east boundary line of said 6.82 acre tract recorded in Volume 852, Page 369, the east boundary line of said 15.01 acre tract recorded in Volume 827, Page 22, the most easterly boundary line of the remnant portion of said 569.98 acre tract recorded in Volume 462, Page 623, the east boundary line of said 18.584 acre tract recorded in Volume 822, Page 435, the east boundary line of said 10.00 acre tract recorded in Volume 751, Page 602, and in part the east boundary line of said 175.62 acre tract recorded in Volume 744, Page 516, to the northwest corner of said City of Georgetown Annexation Ordinance No. 71-A5 and the southwest corner of the City of Georgetown Annexation Ordinance No. 65-A4;

THENCE continuing in a northerly direction with the west right-of-way line of said Interstate Highway No. 35, the west line of said City of Georgetown Annexation Ordinance No. 65-A4 and in part a east boundary line of said 175.62 acre tract to the easternmost northeast corner of said 175.62 acre tract and the southeast corner of a called 4.37 acre tract or parcel of land conveyed to JDP Properties, Ltd., recorded in Document

Exhibit A: Part One

No. 2005099835 of the Official Public Records of Williamson County, Texas, same being the southeast corner of the City of Georgetown Annexation Ordinance No. 86-64;

THENCE departing the west boundary line of said City of Georgetown Annexation Ordinance No. 65-A4 and the west right-of-way line of said Interstate Highway No. 35, in a westerly direction with the east boundary line of said 175.62 acre tract, the south boundary line of said 4.37 acre tract and the south boundary line of said City of Georgetown Annexation Ordinance No. 86-64, to the east right-of-way line of said Georgetown Railroad, being the southwest corner of said 4.37 acre tract, and an interior ell corner of said 175.62 acre tract;

THENCE continuing in a westerly direction crossing the right-of-way of said Georgetown Railroad, through the interior of said 175.62 acre tract, with the south line of said City of Georgetown Annexation Ordinance No. 86-64 to the west right-of-way line of said Georgetown Railroad, and being the southwest corner of said City of Georgetown Annexation Ordinance No. 86-64,

THENCE continuing through the interior of said 175.62 acre tract in a northerly direction, with the west right-of-way line of said Georgetown Railroad and the west boundary line of said City of Georgetown Annexation Ordinance No. 86-64 to the westerly boundary line of Tract 12 of the City of Georgetown Annexation Ordinance No. 870403 and a westerly boundary line of Parcel D, called a 29.93 acre tract or parcel of land, conveyed to Paul John Charles Laubach, Charles Henry Martin Laubach and Wilburn Bernard Laubach, Trustees an undivided 12/32nds of $\frac{1}{2}$ interest, recorded in Volume 929, Page 138 of the Deed Records of Williamson County, Texas and being a point in the east boundary line of said 175.62 acre tract;

THENCE in a northerly direction with the east boundary line of said 175.62 acre tract and the westerly boundary line of said City of Georgetown Annexation Ordinance No. 870403, to the northernmost northeast corner of said 175.62 acre tract, being an interior ell corner of said 29.93 acre tract and being an interior ell corner of said City of Georgetown Annexation Ordinance No. 870403;

THENCE in a westerly direction with the north line of said 175.62 acre tract and the south line of said City of Georgetown Annexation Ordinance No. 870403 passing the southwest corner of said 29.93 acre tract, and continuing in a westerly direction in part with the south boundary line of the remnant portion the First Tract, called a 187.86 acre tract or parcel of land, conveyed to W. W. Laubach, recorded in Volume 329, Page 194 of the Deed Records of Williamson County, Texas, to the east boundary line of the remnant portion of said 569.98 acre tract recorded in Volume 462, Page 623, and being the northwest corner of said 175.62 acre tract, the southwest corner of said 187.86 acre tract and the southwest corner of said City of Georgetown Annexation Ordinance No. 870403;

Exhibit A: Part One

THENCE in a northerly direction with the east boundary line of said 569.98 acre tract, the west boundary line of said 187.86 acre tract and the west boundary line of said City of Georgetown Annexation Ordinance No. 870403 to the northwest corner of said 187.86 acre tract, the northwest corner of said City of Georgetown Annexation Ordinance No. 870403, the southwest corner of the City of Georgetown Annexation Ordinance No. 84-56 and the southwest corner of Sierra Vista Section Two a subdivision recorded in Cabinet F, Slide 50 of the Plat Records of Williamson County, Texas;

THENCE continuing in a northerly direction with said east boundary line of the 569.98 acre tract, the west boundary line of said Sierra Vista Section Two and the west boundary line of said City of Georgetown Annexation Ordinance No. 84-56 to the northwest corner of said Sierra Vista Section Two, the northwest corner of said City of Georgetown Annexation Ordinance No. 84-56, the southwest corner of the City of Georgetown Annexation Ordinance No. 82-39 and the southwest corner of a called 42.5 acre tract or parcel of land conveyed to The Trustees of the Georgetown Independent School District and their Successors in Office, recorded in Volume 765, Page 213 of the Deed Records of Williamson County, Texas;

THENCE continuing in a northerly direction with said east boundary line of the 569.98 acre tract, the west boundary line of said 42.5 acre tract and the west boundary line of the City of Georgetown Annexation Ordinance No. 82-39 to the south right-of-way line of said Ranch Road 2243 and the south boundary line of Tract 11 of the City of Georgetown Annexation Ordinance No. 870400, being the northwest corner of said 42.5 acre tract, the northwest corner of said City of Georgetown Annexation Ordinance No. 82-39 and the northernmost northeast corner of said 569.98 acre tract;

THENCE in a westerly direction with the north line of said 569.98 acre tract, the south right-of-way line of said Ranch Road 2243 and the south boundary line of Tract 11 of said City of Georgetown Annexation Ordinance No. 870400 to the east boundary line of Tract 7 of the City of Georgetown Annexation Ordinance No. 86-59;

THENCE in a southerly direction with the east boundary line of said City of Georgetown Annexation Ordinance No. 86-59, departing the south right-of-way line of said Ranch Road 2243 and the south boundary line of said Tract 11 of said City of Georgetown Annexation Ordinance No. 870400, through the interior of said 569.98 acre tract to the southeast corner of said Tract 7 of said City of Georgetown Annexation Ordinance No. 86-59;

THENCE continuing through the interior of said 569.98 acre tract, in a westerly direction with the south line of said Tract 7 of said City of Georgetown Annexation Ordinance No. 86-59 to an exterior ell corner of said Tract 7 of said City of Georgetown Annexation Ordinance No. 86-59;

Exhibit A: Part One

THENCE continue through the interior of said 569.98 acre tract in a northerly direction with the west line of said Tract 7 of said City of Georgetown Annexation Ordinance No. 86-59 to an interior ell corner of said Tract 7 of said City of Georgetown Annexation Ordinance No. 86-59;

THENCE in a westerly direction with a south line of said Tract 7 of said City of Georgetown Annexation Ordinance No. 86-59 in part through the interior of said 569.98 acre tract, in part through the interior of the said 396.40 acre tract recorded in Volume 522, Page 455, in part through the interior of said 895.97 acre tract recorded in Volume 462, Page 648 and in part through the interior of said 3.49 acre tract recorded in Volume 778, Page 491 to the southwest corner of said City of Georgetown Annexation Ordinance No. 86-59, same being a point in the interior of said 396.40 acre tract;

THENCE through the interior of said 396.40 acre tract, in a northerly direction with the west boundary line of said City of Georgetown Annexation Ordinance No. 86-59 to the south right-of-way line of said Ranch Road 2243, same being the south boundary line of said City of Georgetown Annexation Ordinance No. 2005-101;

THENCE in a westerly direction with the south right-of-way line of said Ranch Road 2243, the south boundary line of said City of Georgetown Annexation Ordinance No. 2005-101, in part with the north line of said 396.40 acre tract, the north line of said 1601.61 acre tract recorded in Volume 634, Page 366, the north line of said 40.276 acre tract recorded in Document No. 9821391 and the north line of said 524.79 acre tract recorded in Volume 1679, Page 21 to the POINT OF BEGINNING.

This document was prepared under 22 §TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Exhibit A: Part Two

DESCRIPTION OF CITY OF GEORGETOWN, TEXAS, INDUSTRIAL DISTRICT
AGREEMENT BOUNDARY, PART TWO:

BEING A TRACT OF LAND LOCATED IN THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608 AND THE ISAAC DONAGAN SURVEY, ABSTRACT NO. 178, BEING ALL OF A CALLED 190.40 ACRE TRACT OR PARCEL OF LAND DESCRIBED IN A WARRANTY DEED, CONVEYED TO TEXAS CRUSHED STONE COMPANY, RECORDED IN VOLUME 743, PAGE 47 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 416.78 ACRE TRACT OR PARCEL OF LAND DESCRIBED IN A DEED, CONVEYED TO TEXAS CRUSHED STONE COMPANY, RECORDED IN VOLUME 740, PAGE 530 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMNANTS OF A CALLED 22.54 ACRE TRACT OR PARCEL OF LAND DESCRIBED IN A DEED, CONVEYED TO SAM HARRIS AND WIFE, CLELLIA R. HARRIS, RECORDED IN VOLUME 531, PAGE 795 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 2.54 ACRE TRACT OR PARCEL OF LAND CONVEYED TO TEXAS CRUSHED STONE COMPANY, RECORDED IN VOLUME 740, PAGE 534 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2.54 ACRE TRACT OF LAND BEING DESCRIBED IN VOLUME 674, PAGE 803 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a point in the center of the South San Gabriel River, said point being the northwest corner of said 190.40 acre tract recorded in Volume 743, Page 47, and the northwest corner of the herein described tract, same being an interior ell corner of a called 324.00 acre tract or parcel of land described in a Special Warranty Deed, conveyed to Laredo WO, Ltd., recorded in Document No. 2007014278 of the Official Public Records of Williamson County, Texas;

THENCE in a easterly direction with the meanders of said South San Gabriel River, the north boundary line of said 190.40 acre tract and the south boundary line of said 324.00 acre tract passing the easternmost southeast corner of said 324.00 acre tract, and continuing to the northeast corner of said 190.40 acre tract, same being the northernmost northwest corner of said 416.78 acre tract recorded in Volume 740, Page 530;

THENCE in an easterly and southerly direction with the northeasterly boundary line of said 416.78 acre tract and the meanders of said South San Gabriel River to the southwest corner of a called 307.848 acre tract or parcel of land described in a Warranty Deed with Vendor's Lien, conveyed to San Gabriel Harvard Limited Partnership, recorded in Document No. 2002093325 of the Official Public Records of Williamson County, Texas, same being the southwest corner of the tract of land described in the City of Georgetown Annexation Ordinance No. 2003-84;

Exhibit A: Part Two

THENCE in an easterly direction with the meanders of said South San Gabriel River, a north boundary line of said 416.78 acre tract, the south boundary line of said 307.848 acre tract and the south boundary line of said City of Georgetown Annexation Ordinance No. 2003-84 to the easternmost northeast corner of said 416.78 acre tract, the easternmost northeast corner of the herein described tract and the northwest corner of a tract or parcel of land conveyed to A. C. Weir Ranch, Ltd., recorded in Document No. 2005090431 of the Official Public Records of Williamson County, Texas, said tract of land being described as the First Tract, called a 1048.20 acre tract or parcel of land, recorded in Volume 522, Page 451 of the Deed Records of Williamson County, Texas;

THENCE in a southerly direction with the east boundary line of said 416.78 acre tract and the west boundary line said 1048.20 acre tract to the northwest corner of said 2.54 acre tract recorded in Volume 740, Page 534, same being an exterior ell corner of said 1048.20 acre tract;

THENCE departing the east boundary line of said 416.78 acre tract in a easterly direction with a south boundary line of said 1048.20 acre tract and the north boundary line of said 2.54 acre tract, passing the northeast corner of said 2.54 acre tract and continuing in an easterly direction with the north boundary line of the remnant portion of said 22.54 acre tract recorded in Volume 531, Page 795, to the northeast corner of said 22.54 acre tract, same being an interior ell corner of said 1048.20 acre tract;

THENCE in a southerly direction with the east boundary line of the remnant portion of said 22.54 acre tract and a west boundary line of said 1048.20 acre tract to the north boundary line of the City of Georgetown Annexation Ordinance No. 2005-101;

THENCE departing the west boundary line of said 1048.20 acre tract, in a westerly direction with the north boundary line of said City of Georgetown Annexation Ordinance No. 2005-101, crossing the remnant portion of said 22.54 acre tract, the 2.54 acre tract and the 416.78 acre tract, to the east boundary line of said 416.78 acre tract and the west boundary line of a called 77.930 acre tract or parcel of land described in a Warranty Deed, conveyed to The Grady and Rose Barton Real Estate, LP, recorded in Document No. 2008085977 of the Official Public Records of Williamson County, Texas;

THENCE in a northerly direction with the west boundary line of said 416.78 acre tract and the east boundary line of said 77.930 acre tract to the southernmost southwest corner of said 190.40 acre tract, same being an exterior ell corner of said 416.78 acre tract;

THENCE in a northwesterly direction with the south boundary line of said 190.40 acre tract and a north boundary line of said 77.930 acre tract to the westernmost southwest corner of said 190.40 acre tract, same being an exterior ell corner of said 77.930 acre tract and the southeast corner of a called 203.137 acre tract or parcel of land described in a

Exhibit A: Part Two

Special Warranty Deed, conveyed to Laredo WO Ltd., recorded in Document No. 2007014282 of the Official Public Records of Williamson County, Texas;

THENCE departing the north boundary line of said 77.930 acre tract in a northerly direction with the west boundary line of said 190.40 acre tract and the east boundary line of said 203.137 acre tract to the northeast corner of said 203.137 acre tract;

THENCE continuing in a northerly direction with the west line of said 190.40 acre tract and a east line of said 324.00 acre tract to the POINT OF BEGINNING.

This document was prepared under 22 §TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Exhibit A
SAVE & EXCEPT

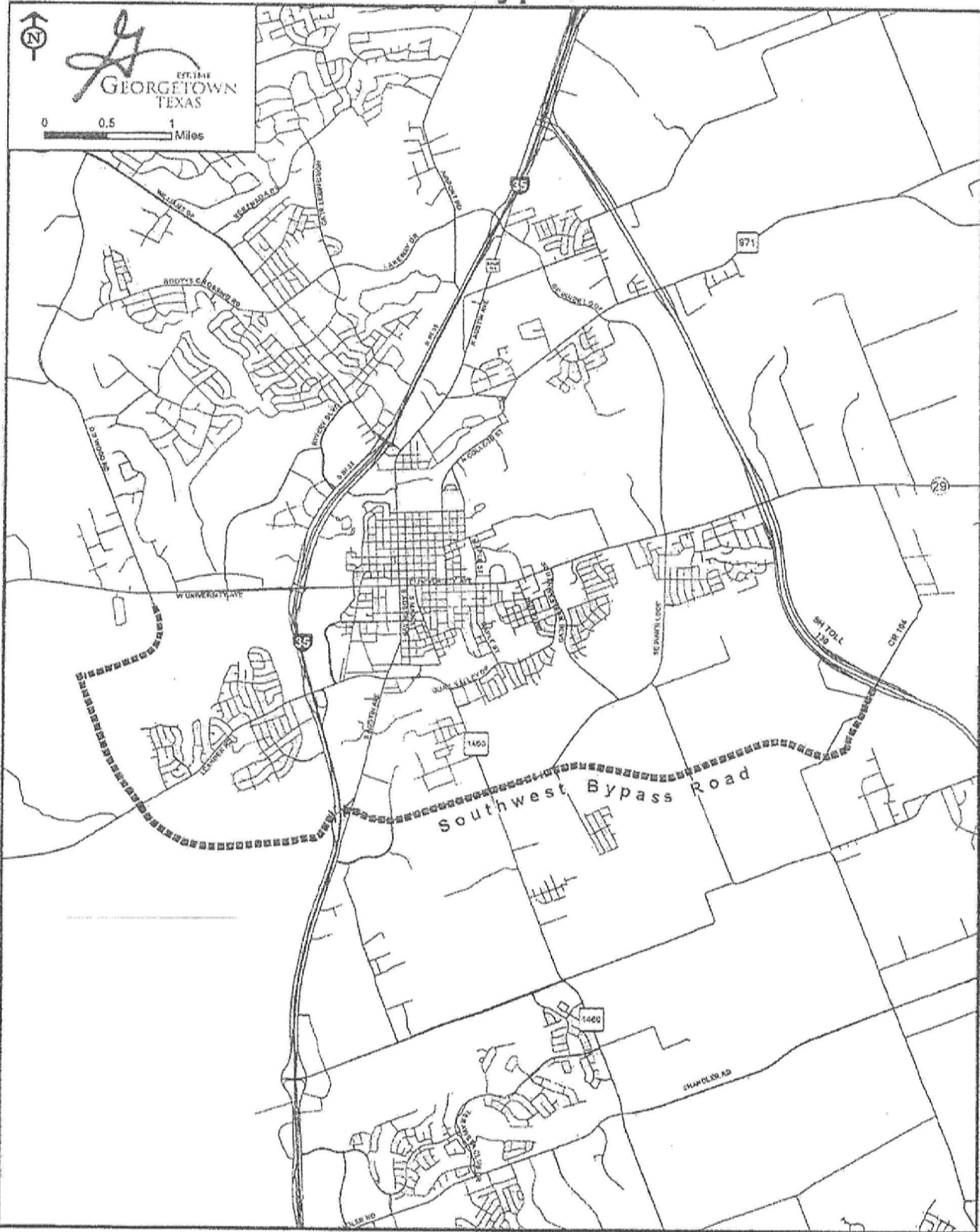
The following describes the 3.182-acre parcel owned by the Lower Colorado River Authority (LCRA), WCAD # R344253.

BEING ALL OF A CALLED 3.182 ACRE TRACT OR PARCEL OF LAND
CONVEYED TO LCRA TRANSMISSION SERVICE CORPORATION, RECORDED
IN DOCUMENT NO. 2001088595 OF THE OFFICIAL PUBLIC RECORDS OF
WILLIAMSON COUNTY, TEXAS, SAID 3.182 ACRE TRACT OF LAND BEING
DESCRIBED IN VOLUME 2253, PAGE 189 OF THE OFFICIAL RECORDS OF
WILLIAMSON COUNTY, TEXAS.

**EXHIBIT B TO
INTERLOCAL AGREEMENT
BETWEEN WILLIAMSON COUNTY AND THE CITY OF GEORGETOWN, TEXAS
REGARDING THE SOUTHWEST BYPASS PROJECT**

Diagram of Southwest Bypass Road

Southwest Bypass Road



**EXHIBIT C TO
INTERLOCAL AGREEMENT
BETWEEN WILLIAMSON COUNTY AND THE CITY OF GEORGETOWN, TEXAS
REGARDING THE SOUTHWEST BYPASS PROJECT**

Survey of Right-of-Way Tract

EXHIBIT _____

PROPERTY DESCRIPTION

DESCRIPTION OF A 51.515 ACRE (2,243,977 SQUARE FOOT), TRACT OF LAND SITUATED IN PART THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608 AND IN PART THE JOHN POWELL SURVEY, ABSTRACT NO. 491 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 895.98 ACRE TRACT OF LAND, CONVEYED TO TEXAS CRUSHED STONE CO., BY INSTRUMENT RECORDED IN DOCUMENT NO. 2011013402, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 51.515 ACRE (2,243,977 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a TxDOT type I concrete marker found for a point of curvature in the existing southeasterly right-of-way (R.O.W.) line of F.M. 2243 (80' R.O.W. width), the grid coordinates of said point for this description being determined as Northing=10194457.37, Easting=3120541.87, Texas State Plane Coordinate System, Central Zone No. 4203 (TXSPC Zone 4203), being in the northwesterly boundary line of said 895.98 acre tract;

THENCE, with said common R.O.W. / boundary line, along a curve to the right, having a radius of 11419.19 feet, a delta of 01°57'02", an arc length of 388.75 feet, and a chord which bears N 58°34'20" E, a distance of 388.73 feet to a TxDOT type I concrete marker found for a point of tangency;

THENCE, continuing with said common R.O.W. / boundary line, N 59°34'08" E for a distance of 19.40 feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", the grid coordinates of said point for this description being determined as Northing=10194669.68, Easting=3120890.24, TXSPC Zone 4203, being in the proposed southwesterly R.O.W. line of Southwest Bypass (R.O.W. width varies), for the southwest corner and the **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing the proposed southwesterly R.O.W. line of said Southwest Bypass, continuing with said common R.O.W. / boundary line, N 59°34'08" E for a distance of 575.44 feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", in the proposed northeasterly R.O.W. line of said Southwest Bypass, for the northwest corner of the herein described tract;

THENCE, departing said common R.O.W. / boundary line, through the interior of said 895.98 acre tract, with the proposed northeasterly and northerly R.O.W. line of said Southwest Bypass, the following five (5) courses:

- 2) **S 30°25'52" E** for a distance of 470.40 feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", for the beginning of a curve to the left;
- 3) Along said curve to the left, having a radius of 1,984.39 feet, a delta angle of 25°52'50", an arc length of 896.35 feet, and a chord which bears S 43°22'17" E, for a distance of 888.75 feet, to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", for a point of compound curvature;
- 4) Along said curve to the left, having a radius of 3,205.00 feet, a delta angle of 36°31'19", an arc length of 2042.96 feet, and a chord which bears S 74°34'22" E, for a distance of 2008.55 feet, to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933" to a point of tangency;
- 5) **N 87°09'59" E** for a distance of 1401.65 feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", for the beginning of a curve to the left;
- 6) Along said curve to the left, having a radius of 10,550.00 feet, a delta angle of 0°12'52", an arc length of 39.49 feet, and a chord which bears N 87°03'33" E, for a distance of 39.49 feet, to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", being in the westerly boundary line of that called 175.62 acre tract of land (Tract 1) conveyed to Texas Crushed Stone Co., by instrument recorded in Volume 744, Page 516, of the Deed Records of Williamson County, Texas, same being the easterly boundary line of said 895.98 acre tract, for the northeast corner of the herein described tract, and from which a 1/2" iron rod found in said easterly boundary line, being the southwest corner of that called 137.86 acre tract of land conveyed to W. M. Laubach, by instrument recorded in Volume 329, Page 194, of the Deed Records of Williamson County, Texas, same being the northwest corner of said 175.62 acre tract bears, N 20°07'58" W at a distance of 782.22 feet;

- 7) **THENCE**, departing the proposed northerly R.O.W. line of said Southwest Bypass, with the common boundary line of said 175.62 acre tract and said 895.98 acre tract **S 20°07'58" E** for a distance of **417.75** feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", in the proposed southerly R.O.W. line of said Southwest Bypass, for the southeast corner of the herein described tract;

THENCE, departing said common boundary line, through the interior of said 895.98 acre tract, with the proposed southerly and southwesterly R.O.W. line of said Southwest Bypass the following five (5) courses:

- 8) Along a curve to the right, having a radius of **10,950.00** feet, a delta angle of **0°51'24"**, an arc length of **163.72** feet, and a chord which bears **S 86°44'17" W**, for a distance of **163.72** feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933" for a point of tangency;
- 9) **S 87°09'59" W** for a distance of **1401.65** feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933" for the beginning of a curve to the right;
- 10) Along said curve to the right, having a radius of **3,605.00** feet, a delta angle of **36°31'19"**, an arc length of **2297.93** feet, and a chord which bears **N 74°34'22" W**, a distance of **2259.23** feet, to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933" for a point of non-tangency;
- 11) **N 64°57'50" W** for a distance of **484.22** feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933" for the beginning of a non-tangent curve to the right;
- 12) Along said curve to the right, having a radius of **3,500.00** feet, a delta angle of **18°25'54"**, an arc length of **1125.92** feet, and a chord which bears **N 37°36'34" W**, for a distance of **1121.07** feet, to the **POINT OF BEGINNING**, containing 51.515 acres (2,243,977 square feet) of land, more or less.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

This property description is accompanied by a separate plat.

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, L.P.
Firm Registration No. 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
512-238-1200

5 OCT 2012
Date



EXHIBIT PLAT TO ACCOMPANY DESCRIPTION

TEXAS CRUSHED STONE CO.
895.98 ACRES
DOC. NO. 201013402
O.P.R.W.C.T.

JOSEPH THOMPSON
ABSTRACT 608

PARCEL 1
51515 ACRES
2,243,977 SQ. FT.

SOUTHWEST BYPASS
(R.O.W. WIDTH VARIES)

DELTA = 36°31'19"
RADIUS = 3205.00'
ARC = 2042.96'
CHORD = 2008.55'
S74°34'22"E

DELTA = 36°31'19"
RADIUS = 3605.00'
ARC = 2287.93'
CHORD = 2259.23'
N74°34'22"W

DELTA = 00°12'52"
RADIUS = 10,450.00'
ARC = 39.49'
CHORD = 33.49'
N87°03'33"E

DELTA = 00°51'24"
RADIUS = 10,950.00'
ARC = 163.72'
CHORD = 586°44'17"W

W. M. LAUBACH
137.86 ACRES
VOL. 329 PG. 194
D.R.W.C.T.

TEXAS CRUSHED
STONE CO.
175.63 ACRES
VOL. 744 PG. 516
D.R.W.C.T.



LEGEND

- 1/2" IRON ROD FOUND UNLESS NOTED
- 1/2" IRON ROD W/PLASTIC CAP SET STAMPED "INLAND 4933"
- ▲ NAIL FOUND
- △ CALCULATED POINT
- CONCRETE MONUMENT FOUND
- TYPE I CONCRETE MARKER FND
- GUY ANCHOR
- () RECORD INFO
- PROPERTY LINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- X— WIRE FENCE
- OE— OVERHEAD ELECTRIC LINE
- E— EDGE OF PAVEMENT
- B— BREAK LINE
- D.R.W.C.T. DEED RECORDS
- P.R.W.C.T. PLAT RECORDS
- O.R.W.C.T. WILLAMSON COUNTY, TEXAS
- O.P.R.W.C.T. WILLAMSON COUNTY, TEXAS
- O.P.R.W.C.T. WILLAMSON COUNTY, TEXAS
- O.P.R.W.C.T. WILLAMSON COUNTY, TEXAS

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PAGE 4 OF 4

- NOTES:**
- BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE. DISTANCES ARE SURFACE DISTANCES.
 - THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 12006728 P. ISSUED BY STEWART TITLE COMPANY, EFFECTIVE DATE 06/23/2012, ISSUE DATE 07/05/2012.
- SCHEDULE B:**
- EASEMENT TO TEXAS POWER & LIGHT CO., RECORDED IN VOLUME 309, PAGE 356, O.R.W.C.T. DOES NOT AFFECT.
 - 100' WIDE EASEMENT TO LOWER COLORADO RIVER AUTHORITY (L.C.R.A.), RECORDED IN VOLUME 336, PAGE 48, O.R.W.C.T. DOES NOT AFFECT.
 - CHANNEL EASEMENT TO STATE OF TEXAS, RECORDED IN VOLUME 409, PAGE 76, O.R.W.C.T. DOES NOT AFFECT.
 - PIPELINE EASEMENT TO SEMINOLE PIPELINE COMPANY, RECORDED IN VOLUME 951, PAGE 815, O.R.W.C.T. AND SUPPLEMENTAL PIPELINE RIGHT-OF-WAY AGREEMENT, RECORDED IN VOLUME 2250, PAGE 215, O.P.R.W.C.T. DOES NOT AFFECT.
 - 100' WIDE EASEMENT TO LOWER COLORADO RIVER AUTHORITY (L.C.R.A.), RECORDED IN VOLUME 603, PAGE 394, O.R.W.C.T. AFFECTS AS SHOWN.
 - CONTRACT AND AGREEMENT WITH CITY OF GEORGETOWN, RECORDED IN VOLUME 1315, PAGE 287, O.R.W.C.T. AMENDMENT RECORDED IN DOCUMENT NO. 9547979, O.R.W.C.T. SUBJECT TO.
 - ACCESS EASEMENT TO L.C.R.A., RECORDED IN VOLUME 2253, PAGE 131, O.R.W.C.T. DOES NOT AFFECT.
 - EASEMENT TO L.C.R.A., RECORDED IN VOLUME 2253, PAGE 177, O.R.W.C.T. DOES NOT AFFECT.
 - EASEMENT TO CITY OF GEORGETOWN, RECORDED IN VOLUME 2253, PAGE 177, O.R.W.C.T. DOES NOT AFFECT.
 - UTILITY EASEMENT TO CITY OF GEORGETOWN, RECORDED IN VOLUME 2009089437, O.P.R.W.C.T. DOES NOT AFFECT.
 - TERMS, PROVISIONS AND CONDITIONS OF THAT CERTAIN INDUSTRIAL DISTRICT AGREEMENT, BY AND BETWEEN TEXAS CRUSHED STONE AND CITY OF GEORGETOWN, RECORDED IN VOLUME 2009089437, O.P.R.W.C.T. SUBJECT TO.
 - THERE MAY BE OTHER INSTRUMENTS OF RECORD UNKNOWN TO THE UNDERSIGNED THAT MAY AFFECT THIS TRACT.



STATE OF TEXAS
COUNTY OF WILLAMSON
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.
WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLAMSON COUNTY, TEXAS.
M. Stephen Truesdale 5 OCT 2012
M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
INLAND GEODETICS, L.P.
1504 CHISHOLM TRAIL RD. SUITE 103
ROUND ROCK, TX 78681

TEXAS CRUSHED STONE CO.
895.98 ACRES
DOC. NO. 201013402
O.P.R.W.C.T.

TEXAS CRUSHED STONE CO.
PARCEL 1

EXHIBIT ____

PROPERTY DESCRIPTION

DESCRIPTION OF A 4.594 ACRE (200,131 SQUARE FOOT), TRACT OF LAND SITUATED IN THE JOSEPH THOMPSON SURVEY, ABSTRACT NO. 608 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 895.98 ACRE TRACT OF LAND, CONVEYED TO TEXAS CRUSHED STONE CO., BY INSTRUMENT RECORDED IN DOC. NO. 2011013402, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 4.594 ACRE (200,131 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS PART 1 CONTAINING 2.241 ACRES (97,616 SQUARE FEET), AND PART 2 CONTAINING 2.353 ACRES (102,515 SQUARE FEET) BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

PART 1 (2.241 ACRE 97,616 SQUARE FOOT)

COMMENCING at a 1/2" iron rod found, in the easterly boundary line of said 895.98 acre tract, being the northwest corner of that called 175.62 acre tract (Tract I) conveyed to Texas Crushed Stone Co., by instrument recorded in Volume 744, Page 516, of the Deed Records of Williamson County, Texas, same being the southwest corner of that called 137.86 acre tract of land conveyed to W. M. Laubach by instrument recorded in Volume 329, Page 194, of the Deed Records of Williamson County, Texas, the grid coordinates of said point for this description being determined as Northing=10194180.99, Easting=3125340.68, Texas State Plane Coordinate System, Central Zone No. 4203 (TXSPC Zone 4203);

THENCE, with the common boundary line of said 895.98 acre tract and said 175.62 acre tract, S 20°07'58" E for a distance of 782.22 feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", being in the proposed northerly right-of-way (R.O.W.) line of Southwest Bypass (400' R.O.W. width);

THENCE, departing said common boundary line, through the interior of said 895.98 acre tract, with said proposed northerly R.O.W. line, the following three (3) courses:

Along said curve to the right, having a delta angle of 00°12'52", a radius of 10,550.00 feet, an arc length of 39.49 feet, and a chord which bears S 87°03'33" W for a distance of 39.49 feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", for a point of tangency;

S 87°09'59" W for a distance of 1401.65 feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", for the beginning of a curve to the right;

Along said curve to the right, having a delta angle of 09°55'05", a radius of 3,205 feet, an arc length of 554.79 feet, and a chord which bears N 87°52'29" W for a distance of 554.10 feet to a calculated point for the southeast corner and the **POINT OF BEGINNING** of the herein described tract, the grid coordinates of said point for this description being determined as Northing=10193395.91, Easting=3123617.07, TXSPC Zone 4203;

- 1) **THENCE**, continuing through the interior of said 895.98 acre tract, with said proposed northerly R.O.W. line, along a curve to the right, having a delta angle of **09°00'23"**, a radius of **3,205.00** feet, an arc length of **503.79** feet, and a chord which bears **N 78°24'45" W** for a distance of **503.28** feet to a calculated point, for the southwest corner of the herein described tract;

THENCE, departing said proposed northerly R.O.W. line, and continuing through the interior of said 895.98 acre tract, the following three (3) courses:

- 2) **N 16°05'27" E** for a distance of **200.00** feet to a calculated point for the northwest corner of the herein described tract;
- 3) Along said curve to the left, having a delta angle of **09°00'23"**, a radius of **3,005.00** feet, an arc length of **472.36** feet, and a chord which bears **S 78°24'45" E** for a distance of **471.87** feet to a calculated point, for the northeast corner of the herein described tract;
- 4) **S 07°05'04" W** for a distance of **200.00** feet to the **POINT OF BEGINNING**, containing 2.241 acres (97,616 square feet) of land, more or less.

PART 2 (2.353 ACRE 102,515 SQUARE FOOT)

COMMENCING at a 1/2" iron rod found, in the easterly boundary line of said 895.98 acre tract, being the northwest corner of that called 175.62 acre tract (Tract I) conveyed to Texas Crushed Stone Co., by instrument recorded in Volume 744, Page 516, of the Deed Records of Williamson County, Texas, same being the southwest corner of that called 137.86 acre tract of land conveyed to W. M. Laubach by instrument recorded in Volume 329, Page 194, of the Deed Records of Williamson County, Texas, the grid coordinates of said point for this description being determined as Northing=10194180.99, Easting=3125340.68, TXSPC Zone 4203;

THENCE, with the common boundary line of said 895.98 acre tract and said 175.62 acre tract, **S 20°07'58" E** at a distance of 782.22 feet pass a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", being in the proposed northerly right-of-way (R.O.W.) line of Southwest Bypass (400' R.O.W. width), and continuing for a total distance of 1199.97 feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", in the proposed southerly R.O.W. line of said Southwest Bypass;

THENCE, departing said common boundary line, and through the interior of said 895.98 acre tract, with said proposed southerly R.O.W. line, the following three (3) courses:

Along a curve to the right, having a delta angle of **00°51'24"**, a radius of 10,950.00 feet, an arc length of 163.72 feet, and a chord which bears **S 86°44'17" W** for a distance of 163.72 feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", for a point of tangency;

S 87°09'59" W for a distance of 1401.65 feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", for the beginning of a curve to the right;

Along said curve to the right, having a delta angle of **10°30'40"**, a radius of 3,605.00 feet, an arc length of 661.34 feet, and a chord which bears **N 87°34'41" W** for a distance of 660.41 feet to a calculated point, for the northeast corner and the **POINT OF BEGINNING** of the herein described tract, the grid coordinates of said point for this description being determined as Northing=10193003.81, Easting=3123530.75, TXSPC Zone 4203;

THENCE, departing said proposed southerly R.O.W. line, and continuing through the interior of said 895.98 acre tract, the following three (3) courses:

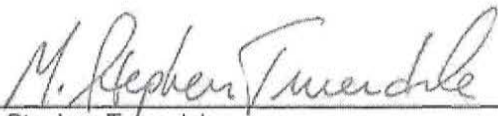
- 1) **S 07°36'08" W** for a distance of **200.00** feet to a calculated point for the southeast corner of the herein described tract;
- 2) Along a curve to the right, having a delta angle of **07°55'43"**, a radius of **3,805.00** feet, an arc length of **526.54** feet, and a chord which bears **N 78°21'44" W** for a distance of **526.12** feet to a calculated point for the southwest corner of the herein described tract;
- 3) **N 15°36'13" E** for a distance of **200.00** feet to a calculated point in said proposed southerly R.O.W. line for the northwest corner of the herein described tract;
- 4) **THENCE**, with said proposed southerly R.O.W. line, and continuing through the interior of said 895.98 acre tract, along said curve to the left, having a delta angle of **07°55'29"**, a radius of **3,605.00** feet, an arc length of **498.61** feet, and a chord which bears **S 78°21'37" E** for a distance of **498.21** feet to the **POINT OF BEGINNING**, containing 2.353 acres (102,515 square feet) of land, more or less.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

This property description is accompanied by a separate plat.

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.


M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, L.P.
Firm Registration No. 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
512-238-1200

5 OCT 2012
Date

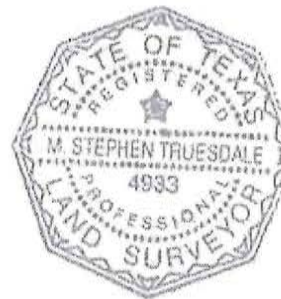


EXHIBIT PLAT TO ACCOMPANY DESCRIPTION

TEXAS CRUSHED STONE CO.
895.98 ACRES
DOC. NO. 2010/3402
O.P.R.W.C.T.

DELTA = 09°00'23"
RADIUS = 3005.00'
ARC = 472.35'
CHORD = 471.87'
S78°24'45"E

PARCEL I-E PART 1
2.241 ACRES
97.616 SQ.FT.

DELTA = 09°00'23"
RADIUS = 3205.00'
ARC = 503.79'
CHORD = 503.28'
N78°24'45"W

DELTA = 07°55'23"
RADIUS = 3605.00'
ARC = 498.61'
CHORD = 498.21'
S78°23'37"E

PARCEL I-E PART 2
2.353 ACRES
102.515 SQ.FT.

DELTA = 07°55'43"
RAD = 3805.00'
ARC = 526.54'
CHORD = 526.12'
N78°27'44"W

DELTA = 09°55'03"
RADIUS = 3205.00'
ARC = 554.79'
CHORD = 554.60'
N87°52'29"W

P.O.B. PARCEL I-E PART 1
GRID COORDINATES
N=10193395.91
E=3123617.07

P.O.B. PARCEL I-E PART 2
GRID COORDINATES
N=10193303.81
E=3123530.75

DELTA = 10°30'40"
RAD = 3805.00'
ARC = 661.34'
CHORD = 661.41'
N87°34'41"W

SOUTHWEST BYPASS (400' R.O.W. WIDTH)

SCALE 1" = 200'

W. M. LAUBACH
137.86 ACRES
VOL. 329 PG. 194
D.R.W.C.T.

P.O.C. PARCEL I-E PARTS 1 AND 2
GRID COORDINATES
N=10194080.99
E=31025340.68

JOSEPH THOMPSON
ABSTRACT 608

TEXAS CRUSHED
STONE CO.
TRACT II
175.62 ACRES
VOL. 744 PG. 516
D.R.W.C.T.

LINE

LINE

LINE

LINE

LINE

LINE

LINE

LINE

JOHN POWELL
ABSTRACT 491

LEGEND	
●	1/2" IRON ROD FOUND UNLESS NOTED
○	1/2" IRON ROD W/ PLASTIC CAP SET
▲	STAMPED "INLAND 4533"
△	NAIL FOUND
△	CALCULATED POINT
△	CONCRETE MARKER FOUND
△	TYPE I CONIC MARKER FND
—	GUY ANCHOR
—	POWER POLE
()	RECORD INFO
—	PROPERTY LINE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
—X—	WIRE FENCE
—OE—	OVERHEAD ELECTRIC LINE
—	EDGE OF PAVEMENT
—	BREAK LINE
—	DEED RECORDS
D.R.W.C.T.	WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	WILLIAMSON COUNTY, TEXAS



STATE OF TEXAS
COUNTY OF WILLIAMSON
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.
WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS.
M. Stephen True-Sdale
DATE 5 OCT 2012
M. Stephen True-Sdale
DATE 5 OCT 2012
INLAND GEODETICS, LP
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX 78681
PRM REG. NO. 100591-00
SUIT 103

INLAND
GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX 78681
PH: (512) 238-1200 FAX: (512) 238-1251

EXHIBIT _____

PROPERTY DESCRIPTION

DESCRIPTION OF A 23.012 ACRE (1,002,420 SQUARE FOOT), TRACT OF LAND SITUATED IN THE LEWIS J. DYCHES SURVEY, ABSTRACT NO. 180 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 175.62 ACRE TRACT (TRACT I) OF LAND, AND A PORTION OF THAT CALLED 4.00 ACRE TRACT (TRACT II) OF LAND, CONVEYED TO TEXAS CRUSHED STONE CO., BY INSTRUMENT RECORDED IN VOLUME 744, PAGE 516, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 23.012 ACRE (1,002,420 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found in the easterly boundary line of that called 895.98 acre tract of land conveyed to Texas Crushed Stone Co., by instrument recorded in Document No. 2011013402 of the Official Public Records of Williamson County, Texas, same being the southwest corner of that called 137.86 acre tract of land conveyed to W. M. Laubach by instrument recorded in Volume 329, Page 194, of the Deed Records of Williamson County, Texas, same being the northwest corner of said 175.62 acre tract, the grid coordinates of said point for this description being determined as Northing=10194180.99, Easting=3125340.68, Texas State Plane Coordinate System, Central Zone No. 4203 (TXSPC Zone 4203);

THENCE, with the common boundary line of said 895.98 acre tract and said 175.62 acre tract, S 20°07'58" E for a distance of 782.22 feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", at a point in the proposed northerly right-of-way (R.O.W.) line of Southwest Bypass (400' R.O.W. width), for the northwest corner and the **POINT OF BEGINNING** of the herein described tract, the grid coordinates of said point for this description being determined as Northing=10193446.67, Easting=3125609.88, TXSPC Zone 4203;

THENCE, departing said common boundary line, through the interior of said 175.62 acre tract and said 4.00 acre tract, with said proposed northerly R.O.W. line the following two (2) courses:

- 1) Along a curve to the left, having a delta angle of 07°57'12", a radius of 10,550.00 feet, an arc length of 1464.45 feet, and a chord which bears N 82°58'31" E for a distance of 1463.27 feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", for a point of tangency;
- 2) N 78°59'55" E, passing at a distance of 469.28 feet, the calculated intersection with the northwesterly boundary line of said 4.00 acre tract, and from which said calculated point, a 1/2" iron rod found, being the most northerly corner of said 4.00 acre tract bears, N 34°05'01" E at a distance of 114.17 feet, passing at a distance of 627.89 feet, the calculated intersection with the northeasterly boundary line of said 4.00 acre tract, and from which said calculated point, a 1/2" iron rod found, being the most easterly corner of said 4.00 acre tract, bears S 54°58'09" E at a distance of 305.57 feet, for a total distance of 1149.57 feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", in the existing westerly R.O.W. line of the Georgetown Railroad (R.O.W. width varies), same being the easterly boundary line of said 175.62 acre tract, for the northeast corner of the herein described tract;

THENCE, departing the proposed northerly R.O.W. line of said Southwest Bypass, with said existing westerly R.O.W. line, same being the easterly boundary line of said 175.62 acre tract, the following two (2) courses:

- 3) S 9°22'23" W for a distance of 349.37 feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", for the beginning of a curve to the right;
- 4) Along said curve to the right, having a delta angle of 0°46'45", a radius of 5,699.65 feet, an arc length of 77.52 feet, and a chord which bears S 09°45'45" W for a distance of 77.52 feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", in the proposed southerly ROW line of said Southwest Bypass, being the southeast corner of the herein described tract;

THENCE, departing said existing westerly R.O.W. line, through the interior of said 175.62 acre tract and said 4.00 acre tract, with the southerly proposed R.O.W. line of said Southwest Bypass, the following two (2) courses:

- 5) **S 78°59'55" W**, passing at a distance of 340.95 feet, the calculated intersection with the southeasterly boundary line of said 4.00 acre tract, and from which said calculated point, a 1/2" iron rod found, being the most southerly corner of said 4.00 acre tract bears, **S 34°04'20" W** at a distance of 162.20 feet, passing at a distance of 566.49 feet the calculated intersection with the southwesterly boundary line of said 4.00 acre tract, and from which said calculated point, a 1/2" iron rod found, being the most westerly corner of said 4.00 acre tract bears, **N 55°01'25" W** at a distance of 258.36 feet, for a total distance of **1000.45** feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", for the beginning of a curve to the right;
- 6) Along said curve to the right, having a delta angle of **07°18'40"**, a radius of **10,950.00** feet, an arc length of **1397.24** feet, and a chord which bears **S 82°39'15" W** for a distance of **1396.30** feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", being in the common boundary line of said 895.98 acre tract and said 175.62 acre tract;
- 7) **THENCE** departing the southerly ROW line of said Southwest Bypass, with said common boundary line, **N 20°07'58" W** for a distance of **417.75** feet to the **POINT OF BEGINNING**, containing 23.012 acres (1,002,420 square feet) of land, more or less.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

This property description is accompanied by a separate plat.

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, L.P.
Firm Registration No. 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
512-238-1200

5 OCT 2012

Date



EXHIBIT _____

PROPERTY DESCRIPTION

DESCRIPTION OF A 1.611 ACRE (70,156 SQUARE FOOT), TRACT OF LAND SITUATED IN THE LEWIS J. DYCHES SURVEY, ABSTRACT NO. 180 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 175.62 ACRE TRACT (TRACT I) OF LAND, CONVEYED TO TEXAS CRUSHED STONE CO., BY INSTRUMENT RECORDED IN VOLUME 744, PAGE 516, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.611 ACRE (70,156 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found in the easterly boundary line of that 895.98 acre tract of land conveyed to Texas Crushed Stone Co., by instrument recorded in Document No. 2011013402 of the Official Public Records of Williamson County, Texas, being the southwest corner of that called 137.86 acre tract of land conveyed to W. M. Laubach by instrument recorded in Volume 329, Page 194, of the Deed Records of Williamson County, Texas, same being the northwest corner of said 175.62 acre tract, the grid coordinates of said point for this description being determined as Northing=10194180.99, Easting=3125340.68, Texas State Plane Coordinate System, Central No. Zone 4203 (TXSPC Zone 4203);

THENCE, with the common boundary line of said 895.98 acre tract and said 175.62 acre tract, S 20°07'58" E for a distance of 782.22 feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", being in the proposed northerly right-of-way (R.O.W.) line of Southwest Bypass (400' R.O.W. width);

THENCE, departing said common boundary line, through the interior of said 175.62 acre tract, with said proposed northerly R.O.W. line, along a curve to the left, having a delta angle of 07°08'38", a radius of 10,550.00 feet, an arc length of 1315.44 feet, and a chord which bears N 83°22'48" E for a distance of 1314.58 feet to a calculated point, for the southwest corner and the **POINT OF BEGINNING** of the herein described tract, the grid coordinates of said point for this description being determined as Northing=10193598.20, Easting=3126915.52, TXSPC Zone 4203;

THENCE, departing said proposed northerly R.O.W. line, and continuing through the interior of said 175.62 acre tract, the following three (3) courses:

- 1) N 10°51'01" W for a distance of 175.00 feet to a calculated point for the northwest corner of the herein described tract;
- 2) N 79°08'59" E for a distance of 400.00 feet to a calculated point for the northeast corner of the herein described tract;

- 3) **S 10°51'01" E** for a distance of **175.00** feet to a calculated point, being in said proposed northerly R.O.W. line, for the southeast corner of the herein described tract; and from which a 1/2" iron rod found, being the most northerly corner of that called 4.00 acre tract (Tract II) of land conveyed to Texas Crushed Stone Co., by instrument recorded in Volume 744, Page 516, of the Deed Records of Williamson County, Texas bears, **N 78°59'55" E** at a distance of 218.29 feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", in the northwesterly boundary line of said 4.00 acre tract, and **N 34°05'01" E** with said northwesterly boundary line, at a distance of 114.17 feet;

THENCE, continuing through the interior of said 175.62 acre tract, with said proposed northerly R.O.W. line, the following two (2) courses:

- 4) **S 78°59'55" W** for a distance of **250.99** feet to a 1/2" iron rod with plastic cap set, stamped "INLAND 4933", for the beginning of a curve to the right;
- 5) Along said curve to the right, having a delta angle of **0°48'33"**, a radius of **10,550.00** feet, an arc length of **149.01** feet, and a chord which bears **S 79°24'12" W** for a distance of **149.01** feet to the **POINT OF BEGINNING**, containing 1.611 acres (70,156 square feet) of land, more or less.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

This property description is accompanied by a separate plat.

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

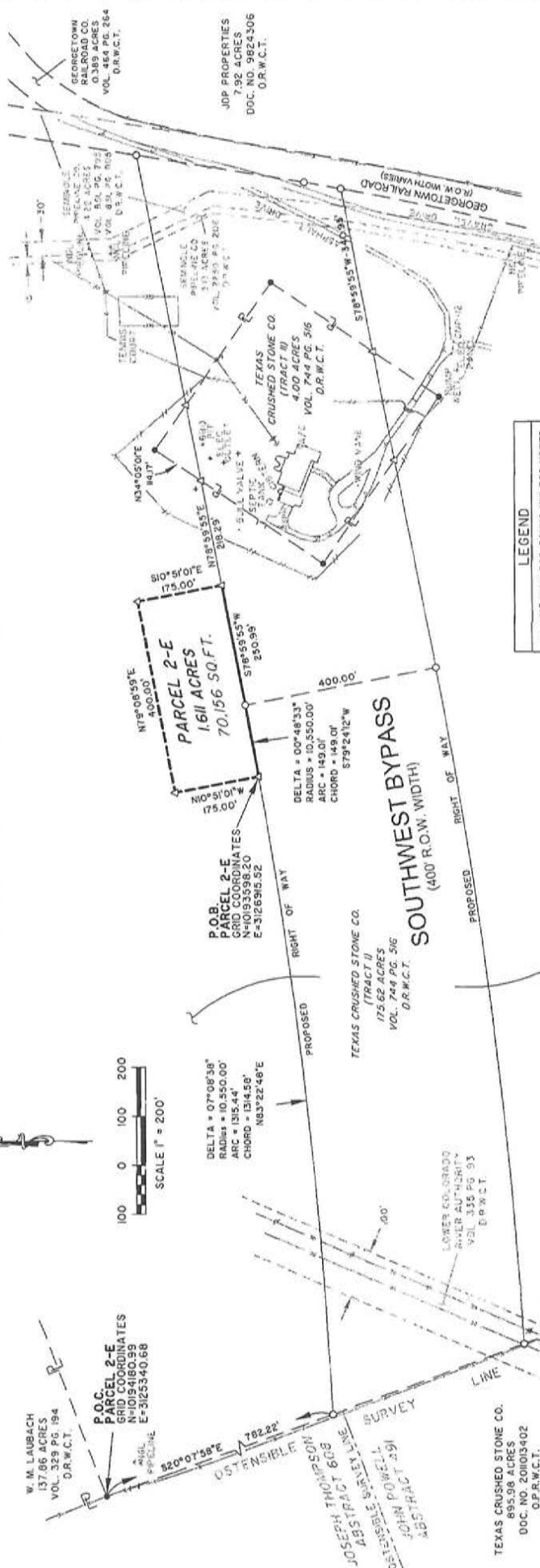
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, L.P.
Firm Registration No. 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
512-238-1200

5 OCT 2012
Date



EXHIBIT PLAT TO ACCOMPANY DESCRIPTION



- LEGEND**
- 1/2" IRON ROD FOUND UNLESS NOTED
 - 1/2" IRON ROD W/PLASTIC CAP SET
 - STAMPED INLAND 4933
 - NAIL FOUND
 - RECORDED POINT
 - COTTON SPINDLE FOUND
 - TYPE I CONE MARKER FND
 - GUY ANCHOR
 - POWER POLE
 - RECORD INFO
 - PROPERTY LINE
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - WIRE FENCE
 - OVERHEAD ELECTRIC LINE
 - EDGE OF PAVEMENT
 - BREAK LINE
 - DEED RECORDS WILLIAMSON COUNTY, TEXAS
 - PLAY RECORDS WILLIAMSON COUNTY, TEXAS
 - OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
 - OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
 - OP R.W.C.T. WILLIAMSON COUNTY, TEXAS



STATE OF TEXAS
COUNTY OF WILLIAMSON
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.
WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS.
M. Stephen Truesdale 5 OCT 2012
DATE
M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
INLAND GEODETTICS, L.P.
1504 CHISHOLM TRAIL RD. SUITE 103
ROUND ROCK, TX 78681

PARCEL 2-E
TEXAS CRUSHED STONE CO.

PAGE 3 OF 3

INLAND GEODETTICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX 78681
PH. (512) 238-1200, FAX (512) 238-1251

**EXHIBIT D TO
INTERLOCAL AGREEMENT
BETWEEN WILLIAMSON COUNTY AND THE CITY OF GEORGETOWN, TEXAS
REGARDING THE SOUTHWEST BYPASS PROJECT**

Form of Temporary Access and Construction Easement

AFTER RECORDING, RETURN TO:
Georgetown City Secretary
P.O. Box 409
Georgetown, Texas 78627

TEMPORARY ACCESS AND CONSTRUCTION EASEMENT AGREEMENT

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THAT this Temporary Access and Construction Easement Agreement ("**Agreement**") is made by and between Williamson County, Texas, a political subdivision of the State of Texas ("**County**") and the City of Georgetown, Texas, a Texas home-rule municipality ("**City**"). City and County are sometimes individually referred to herein as a "**Party**" and collectively as the "**Parties.**" The Parties agree as follows:

RECITALS:

A. City, Texas Crushed Stone Company (TSS) and Georgetown Railroad Company (GRR) (TSS and GRR are collectively referred to herein as “**Owners**”) are parties to that certain “Industrial District Agreement” effective March 31, 2011, and recorded in the Official Records of Williamson County as Document No. 2011022308 attached hereto as Exhibit A (“**Industrial District Agreement**”).

B. City and County are parties to that certain "Interlocal Agreement Between Williamson County and the City of Georgetown, Texas Regarding the Southwest Bypass Project," dated to be effective as of _____, 2016 ("**Interlocal Agreement**"), recorded in the Official Records of Williamson County as Document No. _____, a complete copy of which is attached hereto as Exhibit B, pursuant to which the Parties are cooperating to cause construction of a two-lane, paved roadway between IH-35 and FM 2243, referred to locally as the "Southwest Bypass" and referred to herein, together with the construction of utilities and water quality or detention ponds as allowed by the Industrial Development Agreement, as the "**Project.**"

C. Pursuant to the Industrial District Agreement, City has secured rights to approximately 80.732 acres of land described in that certain Special Warranty Deed from TCS to the City dated _____, 20__, recorded in the Official Records of Williamson County as Document No. _____, and attached hereto as Exhibit C ("**Special Warranty Deed**").

D. Pursuant to the Interlocal Agreement, County has agreed to construct the Project,

including that portion of the Project to be located on the Right-of-Way Tract, in consideration for, among other things, the right to use the Right-of-Way Tract at no additional cost to County and subject to the terms and conditions set forth herein.

E. City desires to allow County to temporarily utilize the Right-of-Way Tract for the purpose of constructing the Project on terms and conditions set forth herein.

NOW, THEREFORE, for TEN DOLLARS (\$10.00) paid by County to City, and for the further consideration of the mutual promises and other good and valuable consideration described herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

EASEMENT:

1. Subject to all of the terms, conditions, limitations, restrictions and exceptions set forth herein and in the Industrial Development Agreement, Interlocal Agreement, and the Special Warranty Deed, and any amendments thereto (collectively, the **"Related Documents"**), City hereby GRANTS, SELLS AND CONVEYS to County a temporary access and construction easement for the purposes of (i) vehicular and pedestrian access over and across the Right-of-Way Tract for purposes of constructing the Project and for the staging of equipment and materials to be used in said construction, and (ii) the use of the Right-of-Way Tract to perform and complete all other work on the Project to be performed within the Right-of-Way Tract (collectively, the **"Easement"**) *subject to* the terms, conditions, limitations, restrictions and exceptions set forth herein and in the Related Documents.
2. County acknowledges that its rights under this Agreement are expressly and substantially limited by additional terms, conditions, limitations, restrictions and exceptions contained in the Related Agreements, whether those restrictions and conditions are expressly re-stated in this Agreement or not. By the signature of its duly authorized representative set forth below, County hereby represents and warrants that it has received copies of, read, and understands the Related Documents and hereby agrees to comply with same as they may relate in any way to use of the Right-of-Way. Notwithstanding the generality of the foregoing and with the knowledge and understanding that the Related Documents contain many other terms, conditions, limitations, restrictions, exceptions and special notice provisions, County expressly acknowledges that its rights under this Agreement

shall not commence before January 1, 2017, except as expressly allowed for the portion of the Right-of-Way Tract described in the Industrial Development Agreement as the "Barnes ROW Tract" *provided that* the notice(s) required by the Related Documents related to earlier use of the Barnes ROW Tract are all timely given.

3. County may only utilize the Easement for the purpose of undertaking and completing the construction of the Project, and all other reasonable uses directly related thereto, all of which shall be undertaken and completed at no expense to or liability of City.
4. All work performed in, on under or across the Right-of-Way Tract shall be performed in a good and workmanlike manner and in accordance with the plans for the Project approved by City. City acknowledges that portions of the construction performed within the Right-of-Way Tract shall require use of heavy vehicles and machinery.
5. The Easement shall be non-exclusive. County acknowledges that City shall have the right to enter upon and use the Right-of-Way Tract for any purpose that does not unreasonably interfere with the Easement granted hereunder. County further acknowledges that Owners may also rights to the Right-of-Way Tract as specified in the Related Documents.
6. The construction of the Project shall be performed such that no liens shall attach to the Right-of-Way Tract as a result of the construction.
7. The Easement hereby granted is expressly made subject to all terms and conditions of this Agreement, the Related Documents, and any amendments thereto, and to and any and all easements, covenants, rights-of-way, conditions and restrictions relating to the Right-of-Way Tract to the extent, and only to the extent, that the same are attached hereto, shown of record in the Official Public Records of Williamson County, Texas, or provided to County in the manner described herein for delivering notices.
8. The Easement and this Agreement shall terminate on final completion of the Project, unless sooner terminated under the Related Documents.
9. Notices given under this Agreement shall be in writing and delivered via hand-

delivery or overnight delivery service to the Parties as the addresses provided below:

City:

City of Georgetown
113 E. 8th Street
Georgetown, Texas 78626
Attn: City Manager

County:

Williamson County
710 Main Street, Suite 101
Georgetown, TX 78726
Attn: County Judge

A Party may change its address for notice at any time by providing written notice to the other Party of the change in the manner described above.

10. The following Exhibits are attached hereto and incorporated herein by reference as if set forth in full:

Exhibit "A" – Industrial Development Agreement
Exhibit "B" – Interlocal Agreement
Exhibit "C" – Special Warranty Deed (describing portion of Right-of-Way Tract)

11. This Agreement shall run with the land and shall be binding upon the Parties, their respective agents, successors and assigns.
12. The Recitals are true and correct and fully incorporated into the Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURES AND ACKNOWLEDGEMENT PAGES FOLLOW]

CITY:

CITY OF GEORGETOWN, TEXAS, a Texas
home-rule municipality

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

City Secretary

APPROVED AS TO FORM:

By: _____

City Attorney

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

§

This instrument was acknowledged before me on this the ____ day of _____,
20__, by _____.

Notary Public, State of Texas

COUNTY:

Williamson County, Texas, a political
subdivision of the State of Texas

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____
_____, County Clerk

APPROVED AS TO FORM:

By: _____
_____, County Attorney

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____,
20__, by _____.

Notary Public, State of Texas

Consent and Subordination by Lienholder (executed if applicable)

_____, of _____ [address]
("Lienholder"), as the holder of [a] lien[s] on the Property subject to the Easement,
consents to the above grant of an Easement, including the terms and conditions of the
grant, and Lienholder subordinates its lien[s] to the rights and interests of Grantee, so
that a foreclosure of the lien[s] will not extinguish the rights and interests of Grantee.

[Name of Lienholder]

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____,
20__, by _____ of _____, a
_____, on behalf of said _____.

Notary Public, State of _____

EXHIBIT "A"

Industrial Development Agreement

EXHIBIT "B"

Interlocal Agreement

EXHIBIT "C"

Special Warranty Deed (describing portion of Right-of-Way Tract)